

Complete

First Mortgage,

Securing

\$12,000,000

4½% Fifty-Year Gold Bonds.

Payable June 1, 1959.

Interest Payable June 1 and December 1.

FLORIDA EAST COAST RAILWAY
COMPANY

TO

BANKERS TRUST COMPANY,

Trustee.

THE LIBRARY
OF THE
UNIVERSITY OF ILLINOIS

Dated June 1, 1909.



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This Indenture Dated the first day of June, in the year one thousand nine hundred and nine, between

FLORIDA EAST COAST RAILWAY COMPANY, a corporation created by and existing under the laws of the State of Florida, hereinafter called the "Railway Company," party of the first part, and

BANKERS TRUST COMPANY, a corporation created by and existing under the laws of the State of New York, hereinafter called the "Trustee," party of the second part.

WHEREAS, The Railway Company is a corporation authorized to own, construct, extend, maintain, and operate, a line of railroad from the northerly or westerly bank of the St. Johns River at or near the city of Jacksonville, Duval County, to a point at or near the city of Key West in Monroe County, passing through the counties of Duval, St. Johns, Putnam, Volusia, Brevard, St. Lucie, Dade, and Monroe, with branches, all within the State of Florida; and

WHEREAS, Under and in compliance with the laws of the State of Florida, the Railway Company has constructed and extended, and now owns, maintains and operates the said line of railroad from a point at or near its terminus in Jacksonville, in said Duval County, to and across the St. Johns River to a point on the extension of said railway, south of Miami, known as Knights Key, the present terminus of said railroad, with branches and has under construction and partially completed a line of railroad extending from said Knights Key to a point at or near the City of Key West, including certain terminals at said Key West, all within the State of Florida, as more particularly hereinafter named;

WHEREAS, The Railway Company is authorized by law to borrow such sums of money at such rates of interest and upon such terms as it or its Board of Directors shall authorize or agree upon and may deem necessary or expedient, and to execute one or more trust deeds or mortgages therefor; and

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WHEREAS, At a meeting of the Board of Directors of the Railway Company, duly held, pursuant to due notice, at the office of the Company, in the City of New York, on the seventeenth day of June, 1909, a quorum being present, resolutions were duly adopted, including the following that is to say:

Resolved, That for the purposes of the extension of the railroad of this Company to Key West, building branch lines, consolidating with or leasing or purchasing other railroads or railroad properties, as allowed by law, and for the purpose of improving, equipping, providing betterments for, constructing, operating, and maintaining the railroad and property of this Company now owned or hereafter acquired, and for paying moneys advanced therefor, and for paying moneys now owing by the Railway Company, paying its existing indebtedness, retiring its present outstanding bonds, and for its other lawful purposes,—the Board of Directors of Florida East Coast Railway Company do deem it necessary and expedient that the Railway Company shall borrow, and do give authority and agree that it shall borrow, such sum, not exceeding Twelve Million Dollars, and do issue and dispose of its bonds for such amount so borrowed, and do mortgage its property and franchises, to secure the payment of said bonds—all as set forth in the proposed mortgage or deed of trust, dated June 1, 1909, to Bankers Trust Company, as Trustee, and now submitted to this meeting; and accordingly that the President, or any Vice-President and the Secretary or any Assistant Secretary of the Company be, and hereby they are, authorized to execute and to issue and deliver bonds of Florida East Coast Railway Company, dated June 1, 1909, and payable fifty years after the date thereof, bearing interest at the rate of four and one-half per cent per annum, payable semi-annually in each and every year until the principal shall have been fully paid; both the principal and interest to be payable in gold coin of the United States of the present standard of weight and fineness at the office or agency of the Railway Company in the City of New York, without deduction for any tax or taxes which the Railway Company or the Trustee may be required to pay or retain therefrom under or pursuant to any present or future law of the United States, or of any State, county or municipality therein; such bonds to be coupon bonds, each for the principal sum of \$1,000, giving to the holder the right to register the principal thereof and the right to convert the same into registered bonds without coupons; and also registered bonds without coupons, each for the principal sum of \$1,000, and of such multiples of \$1,000 as from time to time may be prescribed by the Railway Company by resolution of its Board of Directors, subdivisible into registered bonds of any denomination not less than \$1,000, and also convertible into coupon bonds of that denomination; and be it further

Resolved, That the President or any Vice-President and the Secretary or Assistant Secretary of Florida East Coast Railway Company be, and hereby they are, authorized, in the name and behalf of the Railway Company and under its corporate seal, to execute and acknowledge, and to deliver to Bankers Trust Company, a corporation of the State of New York, as Trustee, a mortgage or deed of trust, dated June 1, 1909, mortgaging and pledging any and all of the railroad, franchises and property, now owned or hereafter aquired by the Railway Company, as security for the said issue of bonds authorized by the foregoing resolution; such mortgage or deed of trust to be substantially in the form of a draft thereof now submitted to this meeting and annexed to the minutes thereof; and be it further

Resolved, That the coupons attached to the coupon bonds to be issued as aforesaid may be authenticated by the engraved fac-simile signature of the present Treasurer, or of any future Treasurer, of Florida East Coast Railway Company, it being hereby intended that the Railway Company may adopt, and may use for that purpose, the engraved fac-simile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when any such bond shall actually be certified and delivered; and be it further

Resolved, That the President, or any Vice-President, and the Secretary or Assistant Secretary of Florida East Coast Railway Company be, and hereby they are, authorized in behalf of said Company, to take all such action as from time to time may become necessary or proper to carry these resolutions into effect.

AND WHEREAS, At a meeting of the stockholders of the Railway Company duly held in the City of St. Augustine, State of Florida, on June 19, 1909, this mortgage or deed of trust by the Railway Company, of its railroad, property and franchises to secure an issue of bonds for a principle sum not exceeding \$12,000,000 duly was authorized, and written consent thereto duly was signed on the record of such meeting by the holders of all of the capital stock of the Railway Company; and

WHEREAS, The draft of mortgage or deed of trust submitted and approved at said meeting of the Board of Directors, and at said meeting of the stockholders, of the Railway Company, was of the form and tenor and date of this indenture; and

WHEREAS, The bonds to be secured by this indenture are to be coupon bonds of the denomination of \$1,000, numbered consecutively from 1 upwards, giving to the holder the right to

register the principal thereof and the right to convert the same into registered bonds without coupons; and also registered bonds without coupons, each for the principal sum of \$1,000, and of such multiples of \$1,000 as from time to time may be prescribed by the Railway Company by resolution of its Board of Directors or the Executive Committee thereof, the holder whereof shall have the right to subdivide the same into such registered bonds of any denomination not less than \$1,000, or to convert the same into coupon bonds of that denomination; and all such bonds from time to time, as directed by the Board of Directors of the Railway Company, to be executed in the name and behalf of the corporation and under its corporate seal, by the President or by any Vice-President, and by the Secretary or any Assistant Secretary, of the Railway Company, and to be substantially of the following tenor—the number of each bond, and the principal sum and the date of each registered bond without coupons, having been inserted in the respective blanks therefor:

[FORM OF COUPON BOND.]

No.

\$1,000

UNITED STATES OF AMERICA.

FLORIDA EAST COAST RAILWAY COMPANY

FIRST MORTGAGE $4\frac{1}{2}\%$ 50-YEAR COUPON GOLD BOND.

KNOW ALL MEN BY THESE PRESENTS, That the Florida East Coast Railway Company, a corporation, hereinafter called the "Railway Company," for value received, promises to pay to the bearer, or, if registered, to the registered holder of this bond, one thousand dollars in gold coin of the United States of America, on the first day of June, 1959, at the office or agency of the Railway Company in the City of New York, N. Y., and to pay interest thereon at the rate of four and one-half per cent per annum from June 1, 1909, payable semi-annually at the said office or agency, in like gold coin, on the first day of June and the first day of December in each and every year until the payment of said principal sum, but only upon presentation and surrender, as severally they shall mature, of the coupons therefor annexed hereto; such United States gold coin in every case to be of the standard of weight and fineness as it existed June 1, 1909.

Both the principal and the interest of this bond are payable without deduction for any tax or taxes which the Railway Company or the Trustee may be required to pay or to retain therefrom, under any present or future law of the United States, or of any State or County or municipality therein.

This bond is one of a series of First Mortgage Four and one-half Per Cent 50-Year Gold Bonds (coupon and registered) of the Railway Company for an aggregate principal sum not exceeding Twelve Million Dollars at any one time outstanding, issued and to be issued under and in pursuance of, and all equally secured by, a mortgage or deed of trust dated June 1, 1909, duly executed by the Railway Company to Bankers Trust Company, a corporation of the State of New York, as Trustee, of the property and franchises mentioned in said mortgage or deed of trust, to which reference hereby is made for a description of the property and franchises mortgaged and pledged, the nature and extent of the security, the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are issued, received and held; the officers, directors and stockholders of the Railway Company being expressly exempted, relieved and absolved from any and all personal liability in respect of said bonds, all such liability being hereby expressly waived.

This bond shall pass by delivery, unless registered in the owner's name on the books of the Railway Company, at its office or agency in the City of New York, such registry being noted on the bond. After such registration, no transfer shall be valid unless made on the Railway Company's books by the registered owner, and similarly noted on the bond; but the same may be discharged from registry by being transferred to bearer, and thereafter transferability by delivery shall be restored, but this bond may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery merely.

The holder, also, at his option, may surrender for cancellation this bond with the coupons for future interest thereon, in exchange for a registered bond without coupons, as provided in said indenture.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under said indenture.

IN WITNESS WHEREOF, the Florida East Coast Railway Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary, or an Assistant Secretary, and coupons for such interest, with the engraved fac-simile signature of its Treasurer, to be attached hereto, as of the first day of June, 1909.

FLORIDA EAST COAST RAILWAY COMPANY,

By

[L. s.]

President.

Attest.

Secretary.

[FORM OF REGISTERED BOND.]

No.

\$

UNITED STATES OF AMERICA.

FLORIDA EAST COAST RAILWAY COMPANY.

FIRST MORTGAGE $4\frac{1}{2}\%$ 50-YEAR REGISTERED GOLD BOND.

KNOW ALL MEN BY THESE PRESENTS, That the Florida East Coast Railway Company, a corporation, hereinafter called the "Railway Company," for value received, promises to pay to
 or registered assigns,
 dollars, in gold coin
 of the United States of America, on the first day of June, 1959, at the office or agency of the Railway Company in the City of New York, N. Y., and to pay interest thereon from the first day of June, or the first day of December, as the case may be, next preceding the date hereof (unless this bond be dated June 1, or December 1, and in that event from the date hereof), at the rate of four and one half per cent per annum, semi-annually at said office or agency, in like gold coin, on the first day of June and the first day of December in each and every year until the payment of said principal sum; such United States gold coin in every case to be of the standard of weight and fineness as it existed June 1, 1909.

Both the principal and the interest of this bond are payable without deduction for any tax or taxes which the Railway Company or the Trustee may be required to pay or to retain therefrom, under any present or future law of the United States, or of any State or County or municipality therein.

This bond is one of a series of First Mortgage Four and one-half Per Cent. 50-Year Gold Bonds (coupon and registered) of the Railway Company for an aggregate principal sum not exceeding Twelve Million Dollars at any one time outstanding, issued and to be issued under and in pursuance of, and all equally secured by, a mortgage or deed of trust dated June 1, 1909, duly executed by the Railway Company to Bankers Trust Company, a corporation of the State of New York, as Trustee, of the property and franchises mentioned in said mortgage or deed of trust, to which reference hereby is made for a description of the property and franchises mortgaged and pledged, the nature and extent of the security, the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are issued, received and held; the officers, directors and stockholders of the Railway Company being expressly exempted, relieved and absolved from any and all personal liability in respect of said bonds, all such liability being hereby expressly waived.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, on the books of the Railway Company, at its office or agency in the City of New

York, upon surrender and cancellation of this bond; and thereupon a new registered bond will be issued to the transferee in exchange therefor, as provided in said indenture, and on payment, if the Railway Company shall so require, of the charge therein provided for. This bond, also, in the manner prescribed in said indenture, and upon payment of the charge therein provided for, is subdivisible into registered bonds of a denomination not less than \$1,000, and every registered bond is exchangeable for coupon bonds for the same aggregate principal sum.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under said indenture.

IN WITNESS WHEREOF, the Florida East Coast Railway Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary this day of , 19 .

FLORIDA EAST COAST RAILWAY COMPANY

[L. s.]

By

President.

Attest:

Secretary.

AND WHEREAS, There are to be attached to the said coupon bonds, at the time of the issue thereof, coupons representing the semi-annual installments of interest which are to become due thereon, each of which coupons is to be substantially of the following tenor, to wit:

[FORM OF INTEREST COUPON, OF WHICH THE FIRST IS TO BE
PAYABLE DECEMBER 1, 1909.]

No.

\$22.50

On the first day of
Florida East Coast Railway Company will pay to bearer, at its office or agency in the City of New York, N. Y., Twenty-two 50/100 Dollars, United States Gold Coin of the standard existing June 1, 1909, without deduction for taxes, being six months' interest then due on its First Mortgage $4\frac{1}{2}\%$ 50-Year Gold Bond.
No.

Treasurer

AND WHEREAS, Every registered bond without coupons shall bear thereon an endorsement or notation in proper form setting forth that such bond is issued in lieu of, or in exchange for, coupon bonds bearing designated serial numbers, for \$1,000 each, none of which is contemporaneously outstanding; and

WHEREAS, On each of said coupon bonds, and on each of said registered bonds without coupons, there is to be endorsed a certificate of the Trustee, or its successor appointed hereunder, that it is one of the bonds described in this indenture, and no bond shall be secured by this indenture or shall be obligatory for any purpose unless such certificate shall have been executed by the Trustee or its successor appointed hereunder; said certificate to be substantially of the following tenor, to wit:

[FORM OF TRUSTEE'S CERTIFICATE.]

This bond is one of the bonds described in the within mentioned Indenture.

BANKERS TRUST COMPANY,
Trustee.

By

AND WHEREAS, Each of the coupons to be attached to said coupon bonds is to be authenticated by the engraved fac-simile signature of the present Treasurer or of any future Treasurer of the Railway Company, and the Railway Company may adopt and may use for that purpose the engraved fac-simile signature of any person who shall have been such Treasurer, notwithstanding the fact that he shall have ceased to be such Treasurer at the time when any such coupon shall be actually certified and delivered, and such coupons shall be attached to the bond; and

WHEREAS, All acts and things prescribed by law and by the by-laws of the Railway Company have been duly performed and complied with, and the Railway Company has executed this indenture, and proposes to issue the bonds hereby secured, in the exercise of each and every legal right and power in it vested:

Now, therefore this Indenture Witnesseth:

That in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum

of one dollar to it duly paid by the Trustee at or before the en-sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds shall be issued and received:

THE RAILWAY COMPANY, party of the first part hereto, has executed and delivered these presents, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over, unto

THE TRUSTEE, party of the second part, its successors and assigns forever:

ALL AND SINGULAR THE ENTIRE RAILROAD OF THE RAILWAY COMPANY, viz.:

From the city of Jacksonville in Duval County in the State of Florida, to the city of Key West in Monroe County in said State, as the same is now located and constructed, in process of construction and to be constructed, in or through the counties of Duval, St. Johns, Putnam, Volusia, Brevard, St. Lucie, Dade and Monroe;

And also all and singular the tenements, rights of way, ties, rails, bridges, structures, fixtures, turn-tables, tracks, "Y's," rights of trackage, rights general and special, and contracts for trackage now owned or which may hereafter be owned or acquired by the said party of the first part.

Also all the lands, tenements, hereditaments acquired or appropriated, or which may hereafter be acquired or appropriated for the purposes of the said railway, and all easements thereunto belonging or in anywise appertaining;

Also all railways, ways, rights of way, stations, station buildings, station grounds, stores, storehouses, section houses, tool houses, tracks, sidings, turnouts, bridges, viaducts, culverts, fences and other structures, water tanks and other fixtures;

car houses, freight houses, wood houses, warehouses, machine shops, paint shops, repair shops, store buildings, store structures, buildings, erections and fixtures of every kind and nature whatsoever; leaseholds, leases, rights under leases or under contracts or covenants or agreements, terms or parts of terms now held or hereafter to be acquired for the use of said Railway or in connection therewith, or in the business thereon;

Also all locomotives, engines, fixtures, cars and other rolling stock and equipment now held or hereafter to be acquired; and all machinery, stationary engines, pile drivers, hand cars, tool cars, tools, implements, fuel and material whatsoever now held or hereafter to be acquired; and all other property, real, personal or mixed now held or which may hereafter be acquired for or in connection with the construction, operation, maintenance, repairing or replacement of the said railway or any part thereof, or as convenient or necessary for the uses or purposes thereof; and all rights, powers, privileges and franchises, tolls, rents, issues and profits connected with or relating to the said railway or to the uses and purposes thereof;

Also all and every other estate, right, title, interest, property or thing which the said party of the first part owns and holds, necessary or convenient for the use, occupation and enjoyment of all or any of the said railways, leases and property, rights, privileges and franchises, or any part or portion thereof, of the main line of said railway extending from a point in the city of Jacksonville, Duval County, to Key West in Monroe County, a distance of five hundred and twenty-two miles more or less; with branches from East Palatka to Palatka, a distance of one mile and eighty hundredths of a mile; and a branch from its main line near East Palatka to San Mateo, a distance of three miles and four hundredths of a mile; and a branch from its main line at Ormond across the Halifax river to a point on the Atlantic Ocean, all in the town of Ormond and in Volusia County aforesaid, a distance of one mile and seventy-six hundredths of a mile; and a branch from New Smyrna to Blue Springs in Volusia County, a distance of twenty-eight miles and six hundredths of a mile; and a branch from its main line at West Palm Beach in Dade County to the Atlantic Ocean, a distance of one mile and forty-one hundredths of a mile; and a branch from its main line in the city of Miami in Dade County to Biscayne Bay, a distance of fifty-five hundredths of a mile; being a total approximately of five hundred and fifty-eight miles of main line and branches; and also with that certain branch line of railroad from the main line of said party of the first part at South Jacksonville to Mayport, in Duval County, Florida, a distance of about twenty-five miles; and also with that certain branch line of railroad from the main line of said party of the first part at Titusville, in Brevard County, Florida, to Enterprise in Volusia County, Florida, a distance of about thirty-six miles;

AND ALSO ALL THE ESTATE, RIGHT, TITLE, INTEREST AND PROPERTY of the Railway Company of, in and to any and all lines of railway, extensions and branches, including the franchises appurtenant thereto, and any and all shops, depots, terminal properties, rolling stock and other equipment, and any and all harbor works, vessels and marine equipment, and any and all other acquisitions, additions, improvements and betterments, and any and all bonds, stocks and other property of every kind or description, notwithstanding that the same are not now particularly set forth in this indenture, which, from time to time, in the manner hereinafter provided, shall be purchased, acquired or constructed by the use of any of the bonds secured by this indenture. ^

INCLUDING in the railroads, franchises and properties subject to this indenture, any and all roadbed, superstructure, rights of ways, rails, tracks, sidetracks, bridges, viaducts, buildings, depots, stations, warehouses, car-houses, engine-houses, freight-houses, machine shops and other shops, turntables, water-stations, fences, docks, structures, erections and fixtures, and all other things of whatever kind in anywise or at any time belonging or appertaining to any and every line of railway at any time subject to this indenture, or to any branch thereof, or provided for use thereon, or in connection therewith; and any and all lands designed for depots, warehouses or other structures at any terminus, or on or along such lines of railway, or upon or along any such branch; and any and all locomotives, engines, cars and other rolling stock, equipment, machinery, instruments, tools, implements, materials, furniture and other chattels now or hereafter acquired or provided for use upon such lines of railway or branches, and any and all property, real or personal, of every kind and description, now or hereafter acquired for use upon, or in connection with, or for the purpose of, such lines of railway, or any such branch; and any and all corporate rights, privileges and franchises which the Railway Company now has, or hereafter can or shall acquire, possess or exercise, in, to, upon, or in respect

of any such lines of railway or branches or any part thereof, necessary for, or appertaining to, the construction, maintenance or operation of such lines of railway or any such branch, or any part thereof; and any and all the rents, issues, profits, tolls and other income of such lines of railway, and of any and all such branches; and also any and all the rights, privileges, franchises, properties, real or personal, rights and things, which the Railway Company may or shall hereafter possess, or become entitled to possess, for the purposes of, or in connection with, such lines of railway or any such branch.

TOGETHER with all and singular the franchises, rights and privileges now or hercafter appurtenant to or used in connection with the lines of railway or branches thereof above mentioned.

Saving and reserving, and not including, the lands or any portion thereof granted or to be granted to the Railway Company by or under any act of the Legislature of the State of Florida, or received by the Railway Company from Florida Coast Line Canal and Transportation Company, or from the Boston and Florida Land Company; and any lots or lands held within the State of Florida for farming or for other than railroad purposes; and any lands heretofore or hereafter acquired, except such part of such land as actually may be used for the right of way of the Railway Company or for its business as a common carrier.

ALSO ALL THE RIGHT, TITLE AND INTEREST of the Railway Company in and to the following shares of stock the certificates for which are herewith delivered to and pledged with the Trustee, to wit:

\$12,500 (consisting of 125 shares, each of the par value of \$100) of the capital stock of Atlantic and East Coast Terminal Railway Company, a corporation of the State of Florida.

\$49,800 (consisting of 498 shares, each of the par value of \$100) of the capital stock of Jacksonville Terminal Company, a corporation of the State of Florida.

Also all property of every name and nature, from time to time hereafter, by delivery or by writing of any kind, for the purposes hereof, pledged, assigned or transferred by the Railway Company or any one in its behalf to the Trustee, which hereby is authorized to receive any property at any and all times, as and for additional security, and also, when and as hereinafter provided, as substituted security, for the payment of the bonds issued or to be issued hereunder, and to hold and apply any and all such property according to the terms hereof.

Also all other property, real and personal, at any time acquired by and for the Railway Company with bonds issued hereunder, or with the proceeds of the sale of any of said bonds.

To have and to hold the premises, railroads, properties, real or personal, rights, franchises, estates and appurtenances, stocks and bonds, hereby conveyed and assigned, or intended to be conveyed or assigned, or hereafter to be conveyed or assigned, unto the Trustee, its successor or successors and assigns, forever:

But in trust, nevertheless, for the equal, proper and proportionate benefit and security, severally and respectively, of all and every the present and future holders of any and every bond and interest obligation issued under and secured by this indenture, as well all those now issued as all hereafter issued in addition thereto or by way of substitution or exchange in accordance with the terms of this indenture, and for enforcing the payment thereof when payable, in accordance with the true intent and meaning of the stipulations of this indenture and of the said bonds and interest obligations respectively, without preference, priority or distinction, as to lien or otherwise, of any one bond over any other bond, by reason of priority in the execution, delivery or negotiation thereof, and so that each and every bond, issued and to be issued as aforesaid, shall have, under and by this indenture, the same right, lien and privilege

as every other bond of the issue; and so that the principal and interest of every such bond shall, subject to the terms hereof, be secured hereby equally and proportionately with every other bond, as though all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of all such bonds shall take effect from the day of the date of this indenture, without regard to the date of actual issue, sale or disposition thereof; and so that the lien and security of this indenture, and of all bonds issued hereunder, shall take effect from the day of the date hereof, as though upon such day all such bonds shall have been actually issued, sold and delivered to, and in the hands of, innocent holders for value.

And it is hereby expressly covenanted that all such bonds, and the coupons for interest thereon, are to be issued, certified, delivered, received and negotiated, and that the mortgaged and pledged properties and franchises are to be held by the Trustee, subject to the following further covenants, conditions and provisions, viz.:

ARTICLE ONE.

SECTION 1. The amount of bonds hereby secured which may be executed by the Railway Company, and which may be certified by the Trustee, is limited so that never at any time shall there be outstanding bonds hereby secured for an aggregate principal sum exceeding **\$12,000,000.**

From time to time the bonds to be secured hereby shall be executed by the Railway Company and by it shall be delivered for certification to the Trustee; and thereupon as provided in this Article, and not otherwise, the Trustee shall certify and shall deliver the same. In case any of the officers who, on behalf of the Railway Company, shall have signed and sealed any of the bonds issued under this indenture, shall die, or shall cease to be such officers of the Railway Company, before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, nevertheless upon the request

of the Railway Company such bonds may be issued, certified, and delivered, as herein provided, as though the persons who signed and sealed such bonds had not died or ceased to be such officers of the Railway Company and also any bond may be signed and sealed in behalf of the Railway Company by such persons as at the actual date of the execution of the bond shall be the proper officers of the Railway Company, although at the time of the date of the bond such person shall not have been an officer of the company. The coupons attached to the coupon bonds shall be authenticated by the engraved fac-simile signature of the present treasurer, or of any future treasurer of the Railway Company, and for that purpose the Railway Company may adopt and use the engraved fac-simile signature of any treasurer, notwithstanding the fact that at the time when such bonds shall be actually certified and delivered he shall have ceased to be the treasurer of the Railway Company.

At the option of the Railway Company, from time to time, any of such bonds may be executed, certified and delivered originally either as coupon bonds or as registered bonds. The coupon bonds each shall be for the principal sum of \$1,000. The registered bonds each shall be for the principal sum of \$1,000, and may be also for such principal sum, being a multiple of \$1,000, as shall have been authorized by the Board of Directors of the Railway Company. Each coupon bond shall bear a distinctive number, the numbers to be from 1 upwards serially. A registered bond or bonds without coupons may be issued in lieu of a like amount of coupon bonds, or in exchange therefor or may be subdivided into registered bonds without coupons of a denomination not less than \$1,000, all as hereinafter provided. On each registered bond without coupons there shall be endorsed a statement substantially of the tenor hereinbefore recited, specifying the distinctive numbers of the coupon bonds in lieu of which or in exchange for which such registered bond was issued; and whenever coupon bonds shall be issued in exchange for a surrendered registered bond without coupons, such coupon bonds shall be numbered to cor-

respond with the distinctive numbers so endorsed upon the surrendered registered bond.

The Trustee shall not certify or deliver any coupon bond hereby secured, until all coupons thereof then matured shall have been detached and shall have been canceled. The Trustee shall not certify or deliver any registered bonds without coupons unless the same shall have been dated as of the day of the actual certification thereof, except as provided in Section 6 of this Article One.

Every registered bond without coupons, either issued originally as such, or delivered as hereinafter provided in exchange for a coupon bond or coupon bonds, shall bear interest from the semi-annual interest date as herein specified next preceding the date of certification, unless such date of certification be a semi-annual interest date, in which case the bond shall bear interest from the date of certification.

Only such of said bonds as shall bear thereon a certificate substantially in the form hereinbefore recited, duly executed by the Trustee, shall be secured by this indenture, or shall be entitled to any lien or benefit hereunder. No such bond or any coupon thereunto appertaining shall be valid for any purpose until such certificate shall have been duly endorsed on such bond. Such certificate of the Trustee upon any bond executed by the Railway Company shall be conclusive and the only evidence that the bond so certified was duly issued hereunder, and is entitled to the benefit of the trust hereby created.

On request of the Railway Company, bonds shall be certified and be delivered hereunder in advance of registration or recording of this indenture; but the Railway Company with all convenient speed shall cause this indenture duly to be recorded as a mortgage upon railways.

SEC. 2. Of the bonds authorized to be issued under and secured by this indenture, bonds for the aggregate principal sum of ten million dollars (**\$10,000,000**), shall be executed by the Railway Company and shall be delivered to the Trustee for certification, and by the Trustee forthwith shall be certified and be delivered to the Railway Company from time to time upon

the written order of the Railway Company signed by its President or Vice-President, and by its Treasurer or Secretary, under the corporate seal, accompanied by a resolution of the Board of Directors duly authorizing the same.

SEC. 3. Of the bonds authorized to be issued under and to be secured by this indenture, bonds for the aggregate principal sum of two million dollars (**\$2,000,000**), shall be reserved to be executed by the Railway Company and to be certified and delivered by the Trustee from time to time after December 31, 1909, for some one or more of the purposes specified in this section, but only as herein provided, and subject to the restrictions herein stated.

A. The purposes for which such reserved bonds from time to time shall be executed, certified and delivered, and for which such bonds or their proceeds may be used, are:

(a) The construction or acquisition after December 31, 1909, of branch or connecting lines of railroad and extensions; and of harbor works, breakwaters, wharves, shops, depots, terminal properties, rolling stock and other railroad equipment, vessels and marine equipment, and other acquisitions, additions, improvements and betterments, upon, along or appertaining to, or for the use in connection with, any lines of railway, branches or terminal properties, or water transportation lines, which, at the time of such construction or acquisition, shall belong to the Railway Company and be subject to the lien of this indenture, or shall belong to any other company of whose capital stock at least eighty per cent in amount shall then be subject to this indenture; and to reimburse the Railway Company for sums expended by it, or by any such other company, after December 31, 1909, for any of the foregoing purposes.

(b) The acquisition after December 31, 1909, of shares of the capital stock, bonds or other indebtedness of any company owning any branch or connecting lines of railroad or extensions or water transportation lines, or any shops, depots, terminal properties, or harbor works or property, such as are specified in the foregoing clause (a); *provided* that no bonds shall be used for the purchase of shares of the capital stock, bonds or other in-

debtedness of any company unless or until eighty per cent of the entire capital stock of such company shall be acquired or shall have been acquired, and that all the shares, bonds and other indebtedness so acquired being at least eighty per cent of the total amount thereof) shall become and shall be subject to the lien of this indenture; and *provided, further*, that no shares, bonds or other indebtedness issued or created by any such company after such eighty per cent of the capital stock thereof shall have become subject to this indenture, shall be acquired under this clause (b); but bonds may be certified and delivered under the foregoing clause (a) in respect of any construction or acquisition such as is specified in said clause, by any such company, and to reimburse the Railway Company for sums expended by it after December 31, 1909, for any such acquisition.

B. The restrictions subject to which such reserved bonds from time to time shall be certified and delivered, are as follows, viz.:

(1) Before certifying and delivering bonds under this section, there shall be delivered to the Trustee a copy of a resolution of the Board of Directors of the Railway Company, certified by its Secretary, calling for the certification and delivery of a specified amount of such bonds, and directing the officers of the Railway Company to set aside such amount of bonds or their proceeds separate and apart from any other assets and funds of the Railway Company, and to use the same only for purposes authorized by this section.

(2) In each calendar year after December 31, 1909, there shall be so certified and delivered out of such reserved bonds, such amount as in the aggregate (except as next hereinafter stated) shall not exceed \$500,000 par value in any calendar year, as from time to time shall be called for in such resolutions. In case in any year the Railway Company shall not have received all of the \$500,000 of bonds deliverable to it as aforesaid, the bonds not so delivered shall be deliverable, and upon its request shall be delivered, to it in any succeeding year irrespective of the amount of bonds (if any) which otherwise may be deliverable to it in such year as aforesaid. In every instance of the delivery of bonds under this section, after the first delivery

of such bonds, the Trustee, before certifying or delivering any of the bonds reserved under this section, shall require the Railway Company to furnish, in addition to such resolution of its Board of Directors, the certificate or certificates of some officer or officers of the Railway Company, stating:

(a) That all bonds certified and delivered under this section in respect of which no such certificate previously shall have been furnished, and the proceeds of all such bonds, have been actually used, or actually appropriated and set aside for liabilities actually incurred, for said purposes or for some one or more of them, or to reimburse the Railway Company as aforesaid—indicating the particular branches, extensions, terminals, harbor works or properties, rolling stock, vessels, or other property, acquired or constructed or contracted for, or the stock, bonds or other indebtedness of any other company acquired, and the kind or class of betterments or improvements made or contracted for, and the amount of bonds or proceeds of bonds or other cash, used or applied or actually appropriated and set aside for each such purpose;

(b) That the price paid or liability incurred for such construction, or for such acquisition, betterments or improvements, was not in excess of the fair value of such property or of such work, and that the bonds included in such certificate were sold, disposed of or otherwise accounted for, at not less than their fair market value at the time of such sale, disposition or accounting;

(c) That no part of such certified expenditures or liabilities was included in any previous certificate furnished hereunder, or was made or reimbursed or provided for out of any bonds or moneys received by the Railway Company under any other provision of this indenture;

(d) That no part of the expenditures certified in such certificate was included in the operating or maintenance expenses charged by the Railway Company;

(e) In case such certificate shall show the acquisition of, or any contract for, new property, then such certificate

also shall state whether such new property is known or believed to be, or that when acquired such new property will be, subject to any lien or charge prior to this indenture, except undetermined liens or ordinary operating accounts or charges incidental to construction, and such certificate shall specify the amount of any such prior lien or charge (other than as aforesaid) known or believed to exist or intended or expected to be created;

(f) Any such certificate under this section may state any other facts pertaining to the right to certify and deliver bonds hereunder. The same officer or officers of the Railway Company need not certify to all the facts required to be certified under the provisions of this section, but different officers may certify to different facts respectively.

(3) The Railway Company covenants that none of the reserved bonds deliverable after December 31, 1909, pursuant to this Section 3, or the proceeds thereof, shall be certified and delivered for or in respect of the construction or acquisition of property subject to any lien or charge so certified, (a) unless or until the Railway Company shall have delivered to the Trustee a certificate as in this section provided, stating the amounts of any such liens or charges, and shall have deposited with the Trustee, an amount of bonds hereby secured equal at par to the aggregate amount of such certified liens and charges; or (b) unless or until such lien or charge shall be subject to or shall be subjected to the lien hereof. Whenever thereafter any of such certified indebtedness, liens and charges shall be paid or be satisfied, or shall be acquired and be subjected to the lien hereof, then an equal amount at par of the bonds hereby secured so deposited with the Trustee under this clause shall be redelivered by the Trustee to the Railway Company or upon its order, so that the amount of such bonds held by the Trustee under this clause at all times shall be equal to the amount of such indebtedness, liens and charges remaining unsatisfied or not subjected to the lien hereof. No bonds issuable under this Section 3 shall be certified and delivered by the Trustee unless or until in respect of any such

lien or charge so certified the Railway Company shall have complied with the provisions of this clause (3).

(4) The Railway Company covenants that whenever all the bonds reserved under this section shall have been certified and delivered to, and used by, the Railway Company, it will execute and deliver to the Trustee a similar certificate indicating the particular application of all such bonds, or proceeds of such bonds, in respect of which the Railway Company shall not theretofore have furnished such certificate to the Trustee.

(5) Every such certificate furnished under this section, unless signed, *first*, by the President or a Vice-President or the General Manager or the Chief Engineer, and, *secondly*, by the Comptroller or Auditor or Treasurer, of the Railway Company, shall have endorsed thereon, or shall be accompanied by, a written statement of one of the officers "first" above designated, and one of the officers "secondly" above designated, that they believe that such certificate is true, and that such bonds or their proceeds have been used, and the expenditures certified have been made, only for purposes authorized by this section. A certificate signed by one of the officers "first" above designated and one of the officers "secondly" above designated, or a certificate having endorsed thereon or annexed thereto a written statement of such officers in the form in this paragraph specified, shall be received by the Trustee as conclusive evidence of any facts pertaining to the right to certify and deliver bonds pursuant to this section.

When any bonds or certificates for shares of stock or other indebtedness shall have been acquired under the provisions of this section, such bonds, and such certificates of stock, endorsed for transfer in blank, and the assignments of such other indebtedness, shall be delivered to the Trustee hereunder, together with the said statements and certificates.

The Railway Company shall execute or shall cause to be executed any conveyances or instruments of further assurance that may be necessary for the purpose of subjecting to the lien and operation of this indenture any new property so acquired by the Railway Company, and, so far as may be, any indebtedness, liens or charges so taken up or acquired by use of said bonds;

and, also, shall furnish the written opinion of counsel for the Railway Company to the effect that such conveyances or other instruments are sufficient for that purpose, or, in lieu of such instruments of further assurance, the Railway Company shall furnish a written opinion of counsel that no conveyance or instrument of further assurance is necessary for the purpose aforesaid. Such resolutions, statements, certificates and opinion shall be deemed, and shall be taken to be, full authority and protection to the Trustee for its certification of such bonds under the foregoing provisions of this section.

SEC. 4. Whenever, under Section 3 of this Article, the Railway Company shall be entitled to reimbursement out of bonds hereby secured or their proceeds, the Railway Company may take and accept such bonds at prices to be fixed by resolution of the Board of Directors, but not in any case less than the average market price for such bonds on the New York Stock Exchange during the previous calendar month (if there be any such market price for such bonds) in settlement and discharge of its claim to be reimbursed; and the bonds so taken and accepted by the Railway Company shall be held and may be used by it for its general corporate purposes, freed and discharged from all restrictions and provisions of said Section 3 as though such bonds had been sold at such price and the proceeds paid over to the Railway Company. If there be no such market price for such bonds, the Railway Company may take and accept bonds as aforesaid at not less than eighty per cent of their par value.

SEC. 5. Whenever any coupon bond or bonds, issued under and secured by this indenture, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for a registered bond or registered bonds without coupons, the Railway Company shall execute, and the Trustee shall certify, and in exchange for such coupon bond or bonds shall deliver, registered bonds, or one registered bond, without coupons, for the like aggregate principal sum. Every registered bond or bonds without coupons so delivered in exchange for a coupon bond or coupon bonds, shall bear interest from

the semi-annual interest date as therein specified next preceding the date of certification thereof (unless the bond be dated June 1 or December 1, in which case it shall bear interest from the date thereof), and shall have endorsed thereon the distinctive serial number or numbers of the coupon bond or bonds in exchange for which such registered bond is issued.

Whenever any registered bond or bonds without coupons, together with a written instrument of transfer in a form approved by the Railway Company, executed by the registered holder, shall be surrendered for exchange for a coupon bond or bonds, the Railway Company shall issue, and the Trustee shall certify, and, in exchange for such registered bond or bonds without coupons, shall deliver, a coupon bond or coupon bonds for the like aggregate principal sum, with the coupons maturing on and after the date when the next semi-annual installment of interest would have been payable on such surrendered bond or bonds; and every coupon bond so issued shall bear a serial number corresponding with or included within the number or numbers endorsed upon the surrendered bond or bonds.

In every case of any such exchange, the Trustee forthwith shall cancel the surrendered bond or bonds and coupons and shall deliver the same to the Railway Company.

Whenever any registered bond without coupons shall be surrendered, transferred and canceled, as provided in Section 3 of Article Two hereof, the Railway Company, upon request therefor, shall issue to the registered holder thereof or to his transferee as requested, and the Trustee shall certify and shall deliver, registered bonds, or one registered bond, without coupons, having endorsed thereon coupon-bond number or numbers corresponding with those endorsed upon the surrendered bond, and for the like aggregate principal sum.

For (1) any exchange of coupon bonds for registered bonds, and for (2) any exchange of registered bonds without coupons for coupon bonds, and for (3) any transfer or subdivision of registered bonds without coupons—the Railway Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge, and in addition thereto, such further sum as may be necessary to meet other

expense connected therewith; such further sum, however, not to exceed one dollar for each new coupon bond or registered bond without coupons issued upon such exchange or transfer or subdivision.

SEC. 6. In case any coupon bond issued hereunder with the coupons thereto appertaining, or any registered bond without coupons, shall become mutilated or be destroyed, the Railway Company, in its discretion, may execute, and thereupon the Trustee shall certify and deliver, a new bond of like tenor and date (including coupons in case of a coupon bond), bearing or having endorsed thereon the same serial number or numbers, in exchange and substitution for, and upon cancellation of, the mutilated coupon bond and its coupons, or the mutilated registered bond without coupons, or in lieu of and substitution for the coupon bond and its coupons or the registered bond without coupons so destroyed, upon receipt of satisfactory evidence of the destruction of such coupon bond and its coupons, or of such registered bond without coupons, and upon receipt also of satisfactory indemnity.

SEC. 7. Pending the preparation of the definitive bonds to be issued under and secured by this indenture, the Railway Company may execute and deliver printed bonds without coupons substantially in the form of the registered bonds hereinbefore recited, in amounts of \$1,000 or of any multiple of \$1,000, and each of said bonds shall be marked "Temporary Bond."

Such temporary bonds shall be duly authenticated and delivered by the Trustee in the same manner as herein provided in respect of the definitive bonds to be issued under this indenture; and such certificate of the Trustee shall be conclusive and the only evidence that such temporary bond so certified has been duly issued hereunder, and that the holder thereof is entitled to the benefit of the trusts hereby created.

Such temporary bonds duly issued and certified hereunder shall be exchangeable, from time to time, at the office of the Trustee in the City of New York, without expense to the holder, for definitive engraved or lithographed bonds, secured hereby, of the denominations hereinbefore specified. Such temporary

bonds, until definitive engraved bonds are prepared for delivery, shall be exchangeable for other temporary bonds of a like principal amount, whether of the same or of different denominations. Immediately upon any such exchange, such temporary bonds shall be cancelled by the Trustee and be delivered to the Railway Company. Until so exchanged, said temporary bonds shall in all respects be entitled to the lien and security of these presents.

Without unnecessary delay the Railway Company will execute and will furnish such engraved bonds, to be exchanged for said temporary bonds, upon surrender thereof to the Trustee.

SEC. 8. Nothing in this indenture, or in the bonds issued hereunder, expressed or implied, is intended, or shall be construed, to give to any person or corporation other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim under or in respect of this indenture, or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being intended to be, and being, for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds hereby secured.

ARTICLE TWO.

THE RAILWAY COMPANY COVENANTS AS FOLLOWS:

SECTION 1. Duly and punctually it will pay the principal and the interest of every bond issued under this indenture, at the dates and the place and in the manner mentioned in such bonds or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which the Railway Company or the Trustee may be required to pay or to retain therefrom, under or by reason of any present or future law of the United States, or of any state or county or municipality therein. The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and when paid such coupons shall forth-

with be canceled. The interest on the registered bonds without coupons shall be payable only to the registered holders thereof.

SEC. 2. All railways, franchises and other property of every kind, in respect of the acquisition or construction whereof bonds under this indenture hereafter shall be certified and be issued as hereinbefore provided, and all franchises and other property of every kind, as described and to the extent provided in the granting clauses of this indenture, which hereafter may be acquired by the Railway Company, immediately upon the acquisition thereof by the Railway Company, and without any further conveyance or assignment, shall become and shall be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company, and specifically described in the granting clauses hereof; but at any and all times the Railway Company will execute and deliver any and all such further assurances or conveyances or assignments thereof as the Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture; and also it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered by any other corporation or person obligated to the Railway Company so to do, all and every such further acts, deeds, conveyances, mortgages and transfers and assurances in the law, as the Trustee shall reasonably require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee, all and singular the hereditaments and premises, estates and property hereby conveyed or assigned, or intended so to be, or which the Railway Company may hereafter become bound to convey or assign to the Trustee.

But nothing in this indenture expressed or implied is intended, or shall be construed, to limit the right or power of the Railway Company, hereby distinctly reserved, by the use of its credit or in any manner other than by the use of bonds hereby secured, or their proceeds, to construct or acquire other lines of railway, branches or extensions, or interests therein, or other property, free from the lien of this indenture.

SEC. 3. The Railway Company, at an office or agency to be maintained by it in the City of New York, will keep a register or registers for the registration and transfer of bonds issued hereunder, in which, subject to such reasonable regulations as it may prescribe, it will register all such bonds without coupons, and also, upon presentation thereof for such purpose, any such coupon bonds as to the principal sum thereof; and at all reasonable times such register or registers shall be open to the inspection of the Trustee.

Upon presentation to the bond registrar of the Railway Company, at the place where such register shall be kept, of any such registered coupon bond, accompanied by delivery of a written instrument of transfer in a form approved by the Railway Company, executed by the registered holder, such bond shall be transferred upon such register by the registered holder, in person or by attorney, and such transfer shall be noted by such bond registrar upon the bond. The registered holder of any such registered coupon bond shall have the right also to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such bond when due shall be payable to the person presenting the bond; but any such coupon bond registered as payable to bearer may be registered again in the name of the holder with the same effect as a first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired; and each registration of a coupon bond shall be noted by the bond registrar on the bond.

Registration of any coupon bond, however, shall not affect the transferability of any coupon thereto belonging, by delivery merely, and payment to the bearer of any such coupon shall discharge the Railway Company in respect of the interest therein mentioned, whether or not the bond shall have been registered.

Any registered bond without coupons may be transferred upon such register at such office or agency by the registered holder, in person or by attorney, upon surrender of such bond to such bond registrar for cancellation, accompanied by de-

livery of a written instrument of transfer in a form approved by the Railway Company, duly executed by the registered holder of the bond; and thereupon a new registered bond, or new registered bonds, for an equivalent principal sum, shall be issued to the transferee or transferees as provided in Section 5 of Article One hereof. For the purpose of subdivision, such transfer of the whole or any part of such principal sum may be made, and upon his request will be made, to the registered holder of any such registered bond without coupons for an amount exceeding \$1,000.

SEC. 4. The Railway Company will not voluntarily create, or suffer to be created, any debt, lien or charge which would be prior to the lien of these presents upon the mortgaged or pledged premises and property or any part thereof, or upon the income thereof; and within three months after the same shall accrue, it will pay, or will cause to be discharged, or will make adequate provision to satisfy and discharge, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; and if any company, of whose capital stock the greater part, pursuant to the provisions of Article One or to the provisions of Sections 5 and 6 of Article Three of this indenture, shall have been pledged hereunder, at any time while the greater part of the capital stock of such company shall be pledged hereunder, shall create or shall suffer to be created (except as permitted or required under this indenture, or as required by any existing obligation), any lien or charge upon its property or income, or any indebtedness other than indebtedness to the Railway Company, or for the current operating expenses of such company during a period not exceeding three months, then it (the Railway Company) will cause the same to be paid or discharged, or will make adequate provision for the satisfaction or discharge thereof; *provided, however,* that the Railway Company shall have the right to contest by

legal proceeding any such debt, lien or charge, and pending such contest may delay or defer the payment or discharge thereof.

SEC. 5. The Railway Company from time to time will pay and discharge all taxes, assessments and governmental charges (the lien whereof would be prior to the lien hercof) lawfully imposed upon the premises or property subject to this indenture, or upon any part thereof, or upon the income and profits thereof, and also all taxes, assessments and governmental charges lawfully imposed upon the lien or interest of the Trustee in respect of such premises or property, so that the lien and priority of this indenture shall be fully preserved at the cost of the Railway Company without expense to the Trustee or the bondholders; and if any company of whose capital stock the greater part pursuant to Article One or Article Three of this indenture shall have been pledged hereunder, at any time while the greater part of the capital stock of such company shall be pledged hereunder, shall fail to pay all such taxes, assessments and charges lawfully imposed upon the property of such company or upon the income and profits thereof, then the Railway Company itself will pay the same or make adequate provision for the satisfaction or discharge thereof; *provided, however*, that the Railway Company shall have the right to contest by legal proceeding any such tax, assessment or charge, and pending such contest may delay or defer the payment thereof.

SEC. 6. Except in the cases in this indenture expressly authorized, the Railway Company will not, by affirmative vote or by abstaining from voting, sanction or permit any increase of the capital stock of any company of whose capital stock the greater part shall be subject to this indenture, or the issue or guaranty of any bonds by any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company, unless simultaneously there shall be made effective provision that such indebtedness and the evidences thereof, and such bonds issued or guaranteed, and such mortgage or other lien, and all such additional stock (or such part of such additional stock as shall be proportionate to the

part of such entire capital stock previously subject to this indenture), forthwith, upon the issue or creation thereof, shall be delivered to, and be pledged with the Trustee hereunder, and shall be subject to all the trusts of this indenture; and all such additional stock shall be fully paid and non-assessable.

Except as herein otherwise expressly provided, the Railway Company will not, by affirmative vote or by abstaining from voting, sanction or permit any railroad or terminal company, of whose capital stock the greater part shall be owned by the Railway Company and be subject to this indenture or sanction or permit the Atlantic and East Coast Terminal Railway Company or the Jacksonville Terminal Company, to sell or otherwise to dispose of its railroad or any part thereof, or any terminal, or to lease the same (unless such lease be upon the condition that it shall terminate, at the election of the Trustee, by entry or otherwise, in case default shall be made and shall continue as provided in Section 2 of Article Four hereof, or, at the election of the purchaser, in case of a sale under this indenture of the property subject thereto), except to the Railway Company, or to some other company of whose capital stock not less than eighty per cent shall then be held by the Railway Company and be pledged under this indenture, or to a company of whose capital stock the Railway Company shall own, and shall pledge under this indenture as a first lien thereon, an amount which shall bear to the entire authorized capital stock of such company a proportion at least as high as the stock of such selling or disposing or leasing company previously pledged hereunder, shall bear to the entire authorized capital stock of said company.

SEC. 7. Any and all claims and indebtedness, which the Railway Company now has or hereafter may acquire against the Atlantic and East Coast Terminal Railway Company, or against the Jacksonville Terminal Company, or against any other company, of whose capital stock the greater part shall have been pledged under this indenture, shall (subject to the provisions in respect thereof in this indenture contained) be

and become subject to this indenture, and if and when requested in writing by the Trustee, the Railway Company will execute to the Trustee appropriate assignments thereof.

SEC. 8. The Railway Company at all times so long as any of the bonds or coupons remain unpaid, will insure and keep insured for a fair value, the trust estate or so much thereof as is customarily insured. In case of loss or damage, all sums received by virtue of any such insurance shall be applied to making good the loss and damage, either by repairing the property damaged or replacing the property destroyed, and the property so substituted shall become subject to the lien of these presents as part of the trust estate.

SEC. 9. The Railway Company will maintain, renew, preserve and keep all and singular the trust estate, with the fixtures and appurtenances thereto belonging, in thorough and efficient working order and repair, and will make all needed and proper renewals, replacements and repairs, so that its traffic and business shall at all times be conducted with safety and expedition, and will at all times maintain, preserve and keep its railways and lines, with the apparatus, fixtures and appurtenances in like efficient repair and working order and supplied with all necessary equipment, and will keep all equipment and rolling stock plainly marked with the name of the Railway Company, and will conduct its business and work its railways in an efficient manner, and will diligently preserve all the rights and privileges to it granted and conferred by the laws of Florida or any other State, and will not suffer any of its licenses to exercise or use patents or patent rights or apparatus, or any of its rights, franchises or privileges to lapse or be forfeited, so long as the same shall be necessary or convenient in carrying on its business, and will use reasonable efforts to obtain from time to time all necessary renewals and extensions of such rights, franchises and privileges, and such further licenses and rights in respect of other patents,

instruments, equipments and apparatus as may be necessary in the lawful operation of the business of the Railway Company;

SEC. 10. The Railway Company will not issue, negotiate, sell or dispose of any bonds hereby secured in any manner other than in accordance with the provisions of this indenture, and the agreements in that behalf herein contained; and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply, or cause to be applied, the same, or the proceeds thereof, to and for the purposes herein prescribed, and to or for no other or different purpose.

ARTICLE THREE.

SECTION. 1. The Trustee shall be authorized (1) to cause to be registered in its name, as Trustee, any and all coupon bonds pledged with and delivered to it hereunder, or which at any time hereafter may be received by it under any of the provisions of this indenture, or (2) to cause the same to be exchanged for registered bonds without coupons of any denomination, or (3) to cause any such bonds to be stamped: "Not negotiable. Held by Bankers Trust Company, as Trustee under First Mortgage of Florida East Coast Railway Company, dated June 1, 1909." The Trustee shall cause to be transferred into its name, as Trustee hereunder, all registered bonds which shall have been delivered and assigned to it hereunder.

The Trustee at any time may transfer into its name, as Trustee hereunder, all or any shares of stock, the certificates for which shall have been pledged with and delivered to it hereunder. In its discretion it may hold such certificates in the name of the registered holder thereof at the time of such pledge, or it may transfer the same into the name of its nominee or nominees, provided in either case that the same be endorsed in blank for transfer.

The Trustee may do whatever may be necessary for the

purpose of maintaining, preserving, renewing or extending the corporate existence of any company the greater part of whose shares shall then be held by the Trustee hereunder, and for such purposes, from time to time, it may sell, assign, transfer and deliver so many shares of the stock of the several companies as may be necessary to qualify persons to act as directors of, or in any other official relation to, said companies. Whenever requested in writing by the Railway Company, the Trustee shall assign and transfer to persons designated by the Railway Company a sufficient number of any shares that then shall be held by the Trustee hereunder, to qualify such persons to act as directors of, or in any official relation to, the several companies which issued such shares; *provided, however*, that under this provision no transfer shall be made which shall reduce the amount of stock in any company held by the Trustee, so as to render it less than a controlling interest in such stock; and in every case the Trustee may make such arrangements as it shall deem necessary for the protection of the trust hereunder.

SEC. 2. Unless and until a Receiver shall have entered into possession of the railroad hereby mortgaged and conveyed; or unless the Trustee shall have entered into possession of the mortgaged premises or part thereof under the power herein granted; or unless and until there shall be a default (1) in the payment of any interest on any bond or bonds at any time outstanding and secured by this indenture and such default shall have continued for a period of six months; or (2) in the payment of the principal of any bond hereby secured; or (3) in the due observance or performance of any other covenant or condition in this indenture required to be kept or performed by the Railway Company and such last-mentioned default shall have continued for the period of six months after written notice thereof shall have been given by the Trustee to the Railway Company,—(a) the Trustee shall not (except with the assent of the Railway Company) collect, or be entitled to collect, the principal or interest of any bonds or of any other claims or indebtedness now or hereafter subject to this indenture, whether

at, or before, or after, the maturity of such bonds or contract obligations or other claims or indebtedness, and shall not enforce any provisions of the mortgages, trust deeds or other instruments under which such bonds or other obligations were issued, or by which the same are secured; (b) the Railway Company shall be entitled to receive all interest paid in respect of any such bonds or obligations, and the dividends on all shares of stock, which shall be subject to this indenture although the same may have been transferred to the Trustee; (c) from time to time (subject to the covenants in respect thereof in this section contained), upon the request of the Railway Company, the Trustee shall deliver to it any coupons for such interest then in the possession of the Trustee, in order that the Railway Company may receive payment thereof for its own use or may cause the same to be canceled, and the Trustee shall deliver to the Railway Company suitable orders in favor of the Railway Company, or its nominee, for the payment of such interest and dividends, and the Railway Company may collect such coupons, interest and dividends (but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder), and the Trustee at once shall pay over to the Railway Company any such interest and dividends which may be collected or be received by it; and (d) the Railway Company, for its own use, shall be entitled to demand, receive and collect, and may release and discharge, the principal and interest of any such claims and indebtedness subjected to the lien of this indenture under Section 7 of Article Two hereof, and upon request of the Railway Company the Trustee shall execute any re-assignments or releases which may be required for that purpose;

Provided, however, and hereby it is declared and agreed that, except as in this indenture otherwise expressly provided, (1) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over to the Railway Company, the principal of any bond subject to this indenture; (2) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over, any interest on any such bond, or the principal of or any

interest on any such other obligations, claims or indebtedness, which shall have been collected or paid out of the proceeds of any sale or condemnation of the property covered by a mortgage securing such bonds, or out of the proceeds of the sale of any other property of the company liable upon such bonds, obligations, claims or indebtedness, in case of a dissolution or a liquidation of such company, it being the intention that the Railway Company shall be entitled to receive only payments made out of the rents, revenues, income or proceeds of operation of such properties; (3) the Railway Company shall not sell, assign or transfer any such coupon, or right to interest or dividends, delivered or assigned to it, or any other such claim or indebtedness, except subject to this indenture; (4) the Railway Company shall not collect any such coupons or interest, or any such other claim or indebtedness, by legal proceedings or by enforcement of any security therefor, except with the assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trust hereunder; (5) the Railway Company shall not be entitled to collect any stock dividends, or any cash dividends that may be declared on any shares of the capital stock of other corporations or associations that shall have become subject to this indenture upon or in the course of the dissolution, liquidation or winding up of any such company or in any way chargeable to or payable out of capital; and (6) until actually paid, released or discharged, every such coupon, or right to interest or dividends, and all such other claims and indebtedness, shall remain subject to this indenture.

If any such coupons, or if any evidence of any such claim or indebtedness, delivered to the Railway Company hereunder, shall not, as aforesaid, forthwith be paid or canceled, the Railway Company shall return the same to the Trustee, and in case of the payment of any such coupon, claim or indebtedness, shall, upon the demand of the Trustee furnish satisfactory evidence of the cancellation and extinguishment thereof.

SEC. 3. In case (1) any sum shall be paid on account of the principal of any bonds or of any obligations subject to this in-

denture, or in case (2) any sum on account of the interest on any such bonds or obligations shall be paid out of the proceeds of property covered by a mortgage or trust deed securing such bonds or obligations, or in case, (3) upon the dissolution or liquidation of any company, any sum shall be paid upon any bonds or any shares of stock or any claims against or indebtedness of such company, subject to this indenture,—then, in any such case, any such sum, unless applied on account of the purchase price of property purchased pursuant to Section 5 of this Article, shall be received by the Trustee and (except in the events otherwise provided for in Section 3 of Article Four of this indenture) shall be paid over by the Trustee to the Railway Company to reimburse it for expenditures by it made for any of the purposes for which bonds or their proceeds may be used under Section 3 of Article One hercof, upon certificates of such expenditures, signed by the President or a Vice-President or the General Manager or Chief Engineer, and by the Comptroller or Auditor or Treasurer, of the Railway Company.

SEC. 4. Unless and until a Receiver shall have entered into possession of the railroad hereby mortgaged and conveyed; or unless the Trustee shall have entered into possession of the mortgaged premises or part thereof under the power herein granted; or unless and until there shall be a default (1) in the payment of any interest on any bond or bonds at any time outstanding and secured by this indenture and such default shall have continued for the period of six months; or (2) in the payment of the principal of any bond hereby secured; or (3) in the due observance or performance of some other covenant or condition in this indenture required to be kept or performed by the Railway Company and such last-mentioned default shall have continued for the period of six months after written notice thereof shall have been given by the Trustee to the Railway Company,—the Railway Company shall have the right to vote upon all shares of stock subject to this indenture, for all purposes not inconsistent with the provisions or purposes of this indenture and

with the same force and effect as though such shares were not subject to this indenture; and from time to time, upon demand of the Railway Company, the Trustee forthwith shall execute and deliver, or shall cause to be executed and delivered, to the Railway Company, or to its nominees, suitable powers of attorney or proxies to vote upon any shares of stock which shall have been transferred to the Trustee.

SEC. 5. In case default shall be made in the payment of the principal or interest of any of the bonds or obligations which shall have been delivered to, and shall be held by the Trustee hereunder, or of any other bonds then secured by the same mortgage or deed of trust as such bonds held by the Trustee, then in any such case, if the Trustee shall hold more than ninety per cent in amount of the entire issue of such bonds or obligations in default, it shall, upon the written request of the Railway Company, and in other cases, upon such written request, it may, in its discretion, cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose or enforce the mortgage or trust, or charge, by which such bonds or obligations in default are secured. In case (1) the Railway Company shall be in default in the payment of the principal of any of the bonds hereby secured, or in case (2) the Railway Company shall be in default in the payment of the interest on any of such bonds, and such default in the payment of interest shall have continued for the period of six months, or in case (3) a receiver of the mortgaged premises shall have been appointed, or in case (4) the Trustee shall have entered or shall have elected to enter into possession of the mortgaged premises, either under the power herein conferred or by the voluntary action of the Railway Company--then and in any such case the Trustee, in its discretion, may institute such proceedings without such written request.

In case (1) any company of whose capital stock the greater part shall be held by the Trustee hereunder, shall be dissolved or be liquidated, or in case (2) all or any of the property of

any such company shall be sold upon the insolvency of such company at any judicial or other sale, or in case (3) any property covered by a mortgage securing any bonds, or subject to any charge or trust for the payment of any other obligations, held by the Trustee hereunder, shall be sold upon foreclosure of such mortgage, or by enforcement of such charge or trust,—then, in any such event, if the property of such dissolved or liquidated company, or the property sold, can be acquired by crediting on the bonds, obligations, claims, indebtedness or stock, held by the Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying not more than ten per cent of the price of such property in cash (or more than ten per cent, if the holders of a majority in amount of the bonds hereby secured shall so request), the Trustee in its discretion may, but, if requested in writing by the Railway Company or by the holders of a majority in amount of the bonds hereby secured, and provided with the amount of cash necessary therefor (whether such amount be more or less than ten per cent of the price of such property), the Trustee in every case shall purchase or cause to be purchased, or permit the Railway Company to purchase, such property, either in the name or on behalf of the Trustee or of the Railway Company, or by purchasing trustees, and shall use, or permit the Railway Company to use, such bonds, obligations, claims, indebtedness and stock, so far as may be, to make payment for such property; and in case of any such purchase the Trustee shall take such steps as it may deem proper to cause such property to be vested either in the Railway Company, subject to this indenture, or in some other corporation organized or to be organized, with power to acquire and manage such property, provided that all the bonds and other indebtedness and capital stock thereof (excepting the number of shares required to qualify directors), shall be received by the Trustee, and shall be held for the benefit of the Railway Company or its assigns, subject to this indenture.

With the written consent of the Railway Company, the Trustee at any time may vote upon any shares of stock that

shall be held by it hereunder, and may take such other action as in its discretion it shall deem advisable to protect its interests and the interests of the bondholders hereunder, in respect of any bonds, obligations or stock subject to the lien of this indenture, and with such consent of the Railway Company, the Trustee may join in any plan of reorganization in respect of any such bond or stocks and may accept new securities issued in exchange therefor under such plan. In case the Railway Company shall be in default in the payment of any interest or the principal of any of the bonds hereby secured and such default shall have continued for the period of six months, the Trustee shall be entitled to take such steps without the consent of the Railway Company.

The Railway Company covenants that, on demand of the Trustee, it, the Railway Company, forthwith will pay, or will satisfactorily provide for, all expenditures incurred by the Trustee under any of the provisions of this section, including all sums required to obtain and perfect the ownership and title to any property which the Trustee shall purchase or shall cause to be purchased pursuant to the provisions of this section; and, in case the Railway Company shall fail so to do, then, without impairment of, or prejudice to, any of its rights hereunder by reason of the default of the Railway Company, the Trustee, in its discretion, may advance moneys to meet all such expenses and any other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustee, or by others at its request, with interest thereon, the Trustee shall have a lien prior to the lien of these presents upon all the stocks, bonds, claims and indebtedness in respect of which such advances shall have been made, and the proceeds thereof and any property acquired by means thereof.

In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan of reorganization as aforesaid in respect of such bonds or stocks, then the Trustee shall receive any portion of the proceeds of the sale accruing or receivable in respect of the securities

by it held hereunder, and such proceeds, from time to time, shall be paid over to the Railway Company to reimburse it for expenditures by it made for any of the purposes for which bonds or their proceeds may be used under Section 3 of Article One hereof, upon certificates of such expenditures signed by the President or a Vice-President or the General Manager or Chief Engineer, and by the Comptroller or Auditor or Treasurer, of the Railway Company.

SEC. 6. Anything in this indenture to the contrary notwithstanding, any company all or part of whose capital stock shall be subject to this indenture, may be merged or consolidated with, or all or any part of its property may be sold or conveyed to, the Railway Company. In the event of such consolidation or merger or sale, this indenture shall become and be a lien upon the property of the company so consolidated or merged with, or the property so sold or conveyed to, the Railway Company, with the same force and effect as if expressly conveyed by this indenture, and the holders of the bonds hereby secured shall always have as full and complete a lien upon such property as that herein created by the pledge of the stock and bonds of such constituent companies or of such selling company, to the Trustee hereunder.

Anything in this indenture to the contrary, notwithstanding, any company, all or part of whose capital stock shall be subject to this indenture, may be merged or be consolidated with, or all of its property may be sold or conveyed to, any other company, all or part of whose capital stock shall be subject to this indenture; *provided, however*, that the portion of the capital stock of any such consolidated or merging company (but never less than a majority thereof) issued for and in lieu of any stock previously pledged hereunder, shall always bear to the total capital stock a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituent companies; and *provided, further*, that in the case of any such sale by any such company of all

its property, the portion of the capital stock of the purchasing company (but never less than a majority thereof) subject to this indenture, shall always bear to the total capital stock of such purchasing company a proportionate relation at least as high as that borne by the previously pledged stock of the selling company to the total capital stock of such selling company. Such portion of such stock of such consolidated or merging company shall then become and be subject to this indenture, and shall be held by the Trustee hereunder pursuant to the provisions hereof, and the holders of the bonds hereby secured shall always have a lien upon such portion of such stock of such consolidated or merging company as full and complete as upon the stock of such constituent companies by reason of the pledge hereunder.

The Trustee may make any exchange, substitution, cancellation or surrender of securities required for the purposes or the accomplishment of any such merger or consolidation; and may receive the opinion of any counsel approved by it as to the legal effect of any such merger or consolidation, and as to the steps necessary to be taken to consummate the same, and as to any other matter under this section; and such opinion shall be full protection to the Trustee for any action by it taken pursuant thereto.

SEC. 7. Nothing in this indenture contained shall prevent (1) the renewal or extension, if without impairment of lien or security, at the same or a lower rate of interest, (a) by the Railway Company of any bond or obligation secured by a mortgage or lien permitted to be created under provisions of this indenture; or (b) by any company any of the shares of whose capital stock shall be subject to this indenture, of any bond or obligation secured by mortgage upon its property; or (c) by any company of any of its bonds or obligations which shall be subject to this indenture; or (2) the issue in place of and in substitution for any such bonds or obligations of the Railway Company or of any such other company, of other bonds or obligations for

equivalent amounts, bearing the same or a lower rate of interest, adequately secured by a similar mortgage or lien upon the same property; *provided, however*, that in case any bonds or obligations pledged hereunder shall be so renewed or extended, such bonds or obligations as so renewed or extended shall continue subject to this indenture to the same extent, and shall be lodged with and be held by the Trustee in the same manner as theretofore; and that in case any bonds or obligations pledged hereunder shall be exchanged for bonds or obligations substituted as aforesaid, the substituted bonds or obligations shall *ipso facto* forthwith become subject to this indenture to the same extent, and shall be lodged with and be held by the Trustee in the same manner as those for which they are substituted.

At any time, in its discretion, the Trustee may, and, if requested in writing by the Railway Company, it shall, consent to any such renewal, extension or substitution. The Trustee may receive the opinion of any counsel approved by it as conclusive evidence that any such renewal, extension or substitution is in compliance with the provisions of this section.

ARTICLE FOUR.

SECTION 1. Neither any coupon belonging to any bond hereby secured, nor any claim for interest on any registered bond, which in any way at or after maturity shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of the bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged.

SEC. 2. In case (1) default shall be made in the payment of any interest on any bond or bonds at any time outstanding and

secured by this indenture, and any such default shall have continued for the period of six months, or in case (2) default shall be made in the payment of the principal of any bond hereby secured, or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railway Company and any such last-mentioned default shall have continued for the period of six months after written notice thereof shall have been given to the Railway Company by the Trustee or by the holders of five per cent in amount of the bonds hereby secured,—then and in each and every such case the Trustee personally, or by its agents or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises, hereby conveyed or intended so to be, and each and every part thereof, and may exclude the Railway Company, its agents and servants, wholly therefrom; and having and holding the same, may use, operate, manage and control said railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents and servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and upon every such entry, the Trustee, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore, and may insure or keep insured, the rolling stock, tools and machinery and other property, buildings, bridges and structures, erected or provided for use in connection with said railways and other premises whereof it shall have become possessed as aforesaid, in the same manner and to the same extent as is usual with railway companies; and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements, and useful alterations, additions, betterments and improvements thereto and thereon, as to it may seem judicious; and in such case the Trustee shall have the right to manage the mortgaged premises and to carry on the business

and to exercise all rights and powers of the Railway Company, either in the name of the Railway Company or otherwise, as the Trustee shall deem best; and it shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of the same and every part thereof, and also the income from stocks and bonds subject to this indenture; and after deducting the expenses of operating said railways and other premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon the said premises and property, or any part thereof, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employees by it properly engaged and employed, it shall apply the moneys arising as aforesaid as follows:

In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the installments of such interest, with interest on the overdue installments at the rate of four and one-half per cent per annum; such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first to the payment of the accrued interest (with interest on the overdue installments thereof at the rate of four and one-half per cent per annum) in the order of the maturity of the installments, and next to the payment of the principal of all bonds hereby secured; in every instance such payments to be made ratably to the persons entitled to such payment without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of this Article Four, but are subject thereto.

SEC. 3. In case the Trustee shall have entered or shall have elected to enter as aforesaid, or in case a receiver shall have entered, into possession of the railroad hereby mortgaged and conveyed, or in case default shall be made and shall continue as specified in the preceding Section 2 of this Article, the Trustee shall be entitled to vote on all shares of stock then subject to this indenture, and, for the benefit of the holders of the bonds hereby secured, shall be entitled to collect and receive all dividends on the shares of stock that shall then be subject to this indenture, and all sums payable for principal, interest or otherwise upon any bonds or obligations that shall then be subject to this indenture, and to apply as hereinbefore provided the net moneys received; and, as holder of any such shares of stock and of any such bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out the provisions of this section; but in the event that a receiver of any railway upon which this indenture is a direct lien shall have been appointed and shall be in possession thereof, the Trustee from time to time, in its discretion may, and if requested by the holders of a majority in amount of the bonds hereby secured, it shall, turn over any part or all of the interest moneys and dividends, so collected by it, to such receiver, and may co-operate with such receiver in managing and operating the entire system of the Railway Company in such manner as the Trustee shall deem for the best interests of the holders of the bonds hereby secured.

SEC. 4. In case a default shall be made in the payment of any interest on any bond or bonds at any time outstanding, and secured by this indenture, and any such default shall have continued for the period of six months,—then and in every case of such continuing default, upon the written request of the holders of twenty-six per cent in amount of the bonds hereby secured then outstanding, the Trustee by notice in writing delivered to the Railway Company, shall declare the principal of all bonds hereby secured and then outstanding to be due and

payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything in this indenture or in said bonds to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, and before any sale of the mortgaged premises shall have been made pursuant to the provisions of Section 5 of this Article, all arrears of interest upon all the bonds secured hereby, with interest at the rate of four and one-half per cent per annum on overdue installments of interest, shall either be paid by the Railway Company or be collected out of the mortgaged premises, and all defaults as aforesaid shall have been made good, then and in such case the holders of a majority in amount of the bonds hereby secured then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default, and rescind or annul such declaration and its consequences; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture, by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Railway Company and the Trustee shall be restored to their former position and rights hereunder in respect of the mortgaged premises, and the shares of stock and the bonds and other property subject or to be subject to this indenture, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken

SEC. 5. In case (1) default shall be made in the payment of any interest on any bond or bonds at any time outstanding and secured by this indenture, and any such default shall have continued for the period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured; or in case (3) default shall be

made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railway Company, and any such last-mentioned default shall have continued for the period of six months after written notice thereof shall have been given to the Railway Company by the Trustee, or by the holders of five per cent in amount of the bonds hereby secured,—then, and in each and every such case of default, the Trustee, with or without entry, personally or by attorney, in its discretion either

(a) May sell, to the highest and best bidder, all and singular the property and premises mortgaged and pledged, including bonds and stocks, rights, franchises and interests, and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of Section 7 of this Article Four, in which case such sale shall be made in parcels, as in said section provided; which sale or sales shall be made at public auction at such place in the State of Florida or at such other place, and at such time and upon such terms, as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided, or as may be required by law; or

(b) May proceed to protect and to enforce its rights and the rights of bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

SEC. 6. Upon the written request of the holders of twenty-six per cent in amount of the bonds hereby secured, in case of any continuing default as specified in Section 5 of this Article Four, it shall be the duty of the Trustee, upon being indemnified

as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the bonds hereby secured; but anything in this indenture to the contrary notwithstanding, the holders of seventy-five per cent in amount of the bonds hereby secured and then outstanding, from time to time, shall have the right to direct and to control the action of the Trustee, and the method and the place of conducting any and all proceedings for any sale of the premises and property subject to this indenture, or for the foreclosure of this indenture or for the appointment of a receiver, or any other proceedings hereunder.

SEC. 7. In the event of any sale, whether made under the power of sale herein granted or conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the property subject to this indenture shall be sold in one parcel and as an entirety, including all the rights, title, estates, railroads, equipment, franchises, leases, leasehold interests, contracts, stocks, bonds and other real and personal property of every name and nature, unless such sale as an entirety be impracticable by reason of some statute or other cause, or unless the holders of a majority in amount of the bonds hereby secured then outstanding shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request; and this provision shall bind the parties hereto, and each and every of the holders of the bonds and coupons hereby secured, or intended so to be.

SEC. 8. Notice of any sale pursuant to any provision of this indenture, shall state the time and place when and where the same is to be made, and shall contain a brief general descrip-

tion of the property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in a newspaper published in the City of New York, New York, and in such other manner as may be required by law.

SEC. 9. The Trustee may from time to time adjourn any sale by it to be made under the provisions of this indenture by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned.

SEC. 10. Upon the completion of any sale or sales under this indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, and other instruments, conveying, assigning and transferring the properties and franchises sold, subject severally and respectively to the liens thereon which then shall be prior and superior to the lien of this indenture. The Trustee and its successors hereby are appointed the true and lawful attorneys irrevocable of the Railway Company, in its name and stead to make all necessary conveyances and assignments of property, and all necessary transfers of shares of stock or bonds or other obligations, thus sold; and for that purpose it and they may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power; the Railway Company hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof.

Any such sale or sales made under or by virtue of this indenture, whether under the power of sale herein granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Railway Company, of, in and to the premises and property so sold, and shall be a perpetual bar both at law and in equity, against the

Railway Company, its successors and assigns, and against any and all persons claiming or to claim the premises or property sold, or any part thereof, from, through or under the Railway Company, its successors or assigns.

The personal property and chattels conveyed or intended to be conveyed by or pursuant to this indenture, other than stocks, bonds and other securities and claims, shall be real estate for all the purposes of this indenture, and shall be held and taken to be fixtures and appurtenances of the said railroad and part thereof, and are to be used and sold therewith and not separate therefrom, except as herein otherwise provided.

SEC. 11. The receipt of the Trustee for the purchase money paid at any such sale shall be a sufficient discharge therefor to any purchaser of the property or any part thereof, sold as aforesaid; and after paying such purchase money and receiving such receipt, no such purchaser or his representatives, grantees or assigns shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or in any manner whatsoever shall be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or shall be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SEC. 12. In case of such sale under the foregoing provisions of this Article, whether made under the power of sale herein granted or pursuant to judicial proceedings, the whole of the principal sums of the bonds hereby secured, if not previously due at once shall become and shall be due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

SEC. 13. The purchase money, proceeds or avails of any such sale, whether under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustee under any of the pro-

visions of this indenture as part of the trust estate or the proceeds thereof, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities or advances made or incurred by the Trustee under this indenture, and to the payment of all taxes, assessments, or liens prior to the lien of these presents, except any taxes, assessments or other superior liens subject to which the property shall have been sold.

Second. To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, with interest at the rate of four and one-half per cent per annum on overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest, *subject, however,* to the provisions of Section 1 of this Article Four.

Third. To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whosoever shall be lawfully entitled to receive the same.

SEC. 14. Upon any sale as aforesaid by the Trustee or pursuant to judicial proceedings, the Trustee or any bondholder or any other person may bid for and may become purchaser of the property offered for sale, or any part thereof, for itself or himself, without accountability in respect thereof, except for payment of the purchase price and compliance with the terms of sale. In settlement or payment of such purchase price, any purchaser shall be entitled to use and to apply any bonds, and

any matured and unpaid interest obligations hereby secured, by presenting the same so that there may be credited thereon the sums applicable to such payment pursuant to the provisions of Section 13 of this Article Four; and thereon there shall be allowed to such purchaser, on account of such purchase price, the sums so credited on the bonds and the interest obligations so presented.

SEC. 15. The Railway Company covenants that (1) in case default shall be made in the payment of any interest on any bond or bonds at any time outstanding and secured by this indenture, and such default shall have continued for the period of six months, or (2) in case default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds, or by declaration as authorized by this indenture, or upon a sale as mentioned in Section 12 of this Article Four,—then, upon demand of the Trustee, the Railway Company will pay to the Trustee, for the benefit of the holders of the bonds and interest obligations hereby secured, then outstanding, the whole amount that then shall have become due and payable on all such bonds for interest or principal, or both, as the case may be, with interest at the rate of four and one-half per cent per annum upon the overdue principal and installments of interest; and in case the Railway Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this indenture, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien thereof. In case of a sale of the property subject to this indenture, and

of the application of the proceeds of sale to the payment of the debt secured by this indenture, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment upon property subject to this indenture, or upon any other property, shall in any manner or to any extent affect the lien of this indenture upon the property or any part of the property subject to this indenture, or any rights, powers or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers and remedies of the Trustee and of the bondholders shall continue unimpaired as before.

Any moneys thus collected by the Trustee under this section shall be applied by the Trustee towards payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in Section 1 of this Article Four), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

SEC. 16. The Railway Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law, now or at any time hereafter in force, nor will it claim, take or insist upon, any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisalment of the property or any part of the property subject to this indenture, prior to

any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction, nor after any such sale or sales will it claim or exercise any right under any statute enacted by the State of Florida, or by any other State, or otherwise, to redeem the property so sold or any part thereof, and it hereby expressly waives all benefit and advantage of any such law or laws, and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

SEC. 17. Upon filing a bill in equity, or upon commencement of any other judicial proceedings, to enforce any right of the Trustee or of the bondholders under this indenture, the Trustee shall be entitled to exercise the right of entry, and also any and all other rights and powers, herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default, as hereinbefore provided; and, as matter of right, the Trustee shall be entitled to the appointment of a receiver of the premises and property subject to this indenture, and of the earnings, income, revenue, rents, issues or profits thereof, with such powers as the Court making such appointment shall confer; but notwithstanding the appointment of any receiver, the Trustee shall be entitled, as pledgee, to continue to retain possession and control of any stocks, bonds, cash and other property pledged or to be pledged with the Trustee hereunder.

SEC. 18. At any time hereafter before full payment of the bonds secured hereby, and whenever it shall deem expedient for the better protection or security of such bonds (although then there shall be no default entitling the Trustee to exercise the rights and powers conferred by Section 2 or by Section 3 of this Article Four), the Railway Company, with the consent

of the Trustee, may surrender and may deliver to the Trustee full possession of the whole or of any part of the property, premises and interest hereby conveyed or assigned, or intended so to be, and may authorize the Trustee to collect the dividends and interest on all shares of stock, bonds and other obligations subject to this indenture, and to vote upon all such shares of stock, for any period fixed or indefinite. In such event the Trustee shall enter into and upon the premises and property so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession though beyond the expiration of any such prescribed period, and the Trustee, from the time of its entry upon such premises and property, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article Four. Upon application of the Trustee, and with the consent of the Railway Company, if then there be no subsisting default such as is specified in said Section 2 of this Article Four, and without such consent if then there shall be such a subsisting default, a receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of the property subject to this indenture, and the Railway Company shall transfer and deliver to such receiver all such property, wheresoever the same may be situated; and in every case, when a receiver of the whole or of any part of said property shall be appointed under this section, or otherwise, the net income and profits of such property shall be paid over to, and shall be received by, the Trustee, for the benefit of the holders of the bonds hereby secured; *provided, however*, that notwithstanding the appointment of any such receiver, the Trustee, as pledgee, shall be entitled to retain possession and control of any stocks, bonds, cash and other property pledged or to be pledged with the Trustee hereunder.

SEC. 19. In case of any default hereunder, if, in order to preserve the franchises of the Railway Company and to avoid foreclosure and sale involving the organization of a successor company, any plan of reorganization shall be proposed with provisions for the modification of this indenture, so far as to authorize and require the creation of new liens upon the property subject to this indenture, prior and superior to the lien hereof, then, and in every such case registered holders of four-fifths in amount of all of the bonds hereby secured then outstanding, by writing, may direct the Trustee, in behalf of all the holders of all bonds then or thereafter issued hereunder, to acquiesce in the provisions of such plan, which plan also may determine and provide for the interest of other creditors and lienors and of shareholders of the Railway Company. This special power, however, is granted to the registered holders of four-fifths in amount of the bonds upon the express condition that no bond hereby secured and then outstanding shall be changed as to the amount of principal or the date of payment thereof, or as to the rate or dates of payment of interest. Thereupon, but not otherwise, the Trustee shall, by writing, acquiesce in such provisions of such plan, and such acquiescence by the Trustee shall constitute the irrevocable assent of all holders of bonds and coupons hereby secured to any such accepted modifications, as set forth in such plan and necessary to give effect to such provisions thereof. All such modifications so affecting this indenture and the bonds and coupons hereby secured, shall be reduced to a written agreement between the Railway Company and the Trustee, and such agreement shall be recorded in the place where then shall be lodged the initial record of this indenture; and thenceforth, shall be deemed a part of this indenture, and thereafter the lien of this indenture, and of the bonds hereby secured, shall be deemed to be, and shall be, subordinate to such new and prior liens created pursuant to such plan, but only to the extent specified in such written agreement.

Registration of bonds for any purpose of this section shall be sufficient if then or theretofore made and then continuing in any manner permitted by Section 3 of Article Two of this indenture.

SEC. 20. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture, or for the execution of any trust hereunder, or for the appointment of a receiver or for any other remedy hereunder, unless such holder previously shall have given the Trustee written notice of such default, and of the continuance thereof, as hereinbefore provided; nor unless, also, the holders of twenty-six per cent in amount of the bonds hereby secured, then outstanding, shall have made written request upon the Trustee, and shall have afforded to it a reasonable opportunity, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor, unless, also, they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; nor unless the Trustee shall refuse or neglect to act upon such notice, request and indemnity; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture for the benefit of the bondholders, and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and interest obligations shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and interest obligations.

All rights of action under this indenture, or under any of said bonds, enforcible by the Trustee, may be enforced by the Trustee without the possession of any of such bonds or coupons, or the production thereof on the trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall

be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the holders of said bonds and interest obligations.

SEC. 21. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SEC. 22. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right to power accruing upon any default continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee, or to the bondholders, may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the bondholders.

SEC. 23. In the event of the enactment by the Legislature of the State of Florida of any law, or in the event of the adoption or entry by the Railroad Commission (or other body or authority) of said State of any rule or order, which law or which rule or order shall fix or adjust, or shall attempt to fix or adjust, the rates or charges for transportation by railway corporations or common carriers of said state, and which in the opinion of the Trustee shall reduce or shall tend to reduce the earnings of the Railway Company to such extent as to impair its ability to meet its obligation to pay the principal or the interest of any of the bonds secured by this indenture,—then, and in any such event, upon the written request of the holders of at least ten per cent. of the bonds secured hereby and at the time outstanding, and upon receiving indemnity satisfactory to the Trustee against any expense or liability incurred or likely to be incurred thereby,

it shall be the duty of the Trustee to institute and maintain such action or proceedings at law or in equity, in the Courts of the United States or of the State of Florida, as the Trustee may be advised by counsel learned in the law, to protect the interests of the holders of the bonds secured by this indenture, or to authorize the Railway Company to charge such reasonable rates for the transportation of freight or passengers as may be necessary to enable it to meet its obligations upon said bonds.

ARTICLE FIVE.

No recourse under or upon any obligation, covenant or agreement contained in this indenture, or in any bond or coupon hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation, either directly or through the Railway Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this indenture, and the obligations hereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, the incorporators, stockholders, officers or directors of the Railway Company or of any successor corporation, or any of them, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this indenture, or in any of the bonds or coupons hereby secured, or implied therefrom; and that any and all personal liability of every name and nature, and any and all rights and claims against, every such stockholder, officer or director, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly released and waived as a condition of, and as part of the consideration for the execution of this indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE SIX.

SECTION. 1 Any demand, request or other instrument, required by this indenture to be signed and executed by bondholders, may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such demand, request or other instrument, or of the writing appointing any such agent, and of the ownership by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, and shall be conclusive in favor of the Trustee and of the Railway Company with regard to due action taken by it under such instrument, if such proof be made in the following manner:

The fact and date of the execution by any person of any such demand, request, or other instrument or writing, may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

The fact of the holding by any bondholder of coupon bonds transferable by delivery, and the amounts and issue numbers of such bonds, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository (wherever situated), if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository the bonds described in such certificate. The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registers of such bonds.

SEC. 2. The Railway Company and the Trustee may deem and may treat the bearer of any coupon bond hereby secured which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any bond, whether such bond shall be registered or not, as the absolute

owner of such bond or coupon, as the case may be, for the purpose of receiving payment of any bond or coupon, and for all other purposes, and neither the Railway Company nor the Trustee shall be affected by any notice to the contrary.

The Railway Company and the Trustee may deem and treat the person in whose name any registered bond without coupons, issued hereunder, shall be registered upon the books of the Railway Company, as hereinbefore provided, as the absolute owner of such bond, for the purpose of receiving payment of, or on account of the principal and interest of such bond, and for all other purposes, and may deem and treat the person in whose name any coupon bond shall be so registered as the absolute owner thereof, for the purpose of receiving payment of, or on account of, the principal thereof, and for all other purposes, except to receive payment of interest represented by outstanding coupons; and all such payments so made to any such registered holder for the time being, or upon his order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge, the liability for moneys payable upon any such bond.

ARTICLE SEVEN.

SECTION 1. From time to time, while the Railway Company is in possession of any of the property subject to this indenture, but subject to the conditions and limitations in this section prescribed, and not otherwise, the Trustee shall release from the lien and operation of this indenture any part of the railways, lands, vessels and marine equipment, and other property then subject hereto, except stocks, bonds and other securities; *provided* that no such release shall be made unless the Railway Company shall have sold, or shall have contracted to exchange for other property or to sell, the property so to be released.

Before any such release shall be given, the Railway Company shall file with the Trustee—

(1) A certificate under its corporate seal and verified by the affidavit of its President or of one of its Vice-Presidents or of its Chief Engineer, setting forth (a) a description of the property sold or to be sold or to be exchanged, as aforesaid, and (b) the price for which the same is sold or to be sold, or a description of the property to be received upon any exchange.

* (2) A copy of resolutions duly adopted by the Board of Directors of the Railway Company or of the Executive Committee of said Board, approving said sale or exchange and the terms thereof, and setting forth (1) that the use of no part of any lines of track or rights of way requested to be released is necessary or advantageous in the operation of any of the lines of railway subject to this indenture, or is required to maintain the continuity of the lines of railway of the Railway Company; and (2) that the retention of no part of the railways or other property requested to be released is necessary or advantageous for the operation, maintenance or use of such lines of railway, or for use in the business of the Railway Company.

The proceeds of any and all such sales, and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain, shall be set apart and be applied, with the approval of the Trustee, to the purchase of other property, real or personal, or for betterments of or improvements upon any part of the mortgaged premises. Any new property acquired by the Railway Company to take the place of any property released hereunder, *ipso facto*, shall become and be subject to this indenture, as fully as if specifically mortgaged or assigned hereby, but, if requested by the Trustee, the Railway Company will convey and assign the same to the Trustee by appropriate deeds or other instruments upon the trusts and for the purposes of this indenture.

The Railway Company, from time to time, while in possession of any of the property subject to this indenture, also shall have full power in its discretion, to dispose of any portion of the machinery, equipment and implements, at any time subject to the lien hereof, which may have become unfit for such use,

replacing the same by new machinery, equipment or implements, which shall become subject to this indenture.

In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article be required to see to the application of the purchase money.

SEC. 2. Upon the written request of the President or of a Vice-President of the Railway Company, authorized or approved by resolution of the Board of Directors or of the Executive Committee of the Railway Company, the Trustee, from time to time, shall execute such releases or other instruments as may be required to release from the lien and operation of this indenture, the leasehold interest, or the term of the lessee or lessees and assigns, under any lease or sub-lease, which may be executed by the Railway Company or by any lessor company of any land subject to this indenture or embraced in any lease pledged or assigned under this indenture, which is not embraced in the right of way of the mortgaged railroad or of any leased railroad and is not used for the purpose of stations, yards, round-houses, freight houses, machine shops, docks or gravel-beds, or other purposes connected with the maintenance or operation of the railroad, and thereupon such leasehold interest or term shall be free from the lien and operation of this indenture. The reversion under any such lease shall be and shall remain subject to this indenture.

SEC. 3. In case any of the property subject to this indenture shall be in the possession of a receiver lawfully appointed, the powers in and by this Article conferred upon the Railway Company and its Board of Directors may be exercised by such receiver with the approval of the Trustee, and if the Trustee shall be in possession of any of such property under any provision of this indenture, then all the powers in this Article conferred upon the Railway Company and its Board of Directors may be exercised by the Trustee in its discretion.

SEC. 4. The Railway Company from time to time may make changes or alterations in, or substitutions of, any leases, trackage

rights or contracts that are subject to this indenture; provided that in case of any changes or alterations in, or any substitutions of, any leases, contracts or trackage rights, by which the Railway Company secures access to any point or points, the written consent of the Trustee hereunder shall first be obtained. In any such event, any modified, altered or substituted leases, contracts or trackage rights forthwith shall become bound by and be subject to the terms of this indenture, in the same manner as those previously existing.

SEC. 5. A certificate signed by the President or any Vice-President or the Chief Engineer of the Railway Company, may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Article, and shall be full warrant to the Trustee for its action on the faith thereof.

ARTICLE EIGHT.

SECTION 1. The Trustee shall not be answerable for the default or the misconduct of any agent or attorney appointed in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; nor shall any trustee be responsible for the acts or defaults of any other trustee or trustees, or for anything whatever in connection with this trust, except each for its or his willful misconduct or gross negligence. The Trustee shall not be personally liable for any debts duly contracted by it, or for damages to persons or property carried or injured, or for salaries or non-fulfillment of contracts, during any period wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid. The Trustee shall be under no obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in the opinion of the Trustee, shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish indemnity satisfactory to the Trustee against such ex-

pense or liability; nor shall the Trustee be required to take notice of any default hereunder, and it may for all purposes conclusively assume that there has been no default hereunder, unless and until notified in writing of such default by the holders of at least five per cent in amount of the bonds hereby secured then outstanding, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-six per cent in amount of the bonds hereby secured, then outstanding, and tendered indemnity as aforesaid. The foregoing provisions of this section are intended only for the protection of the Trustee, and shall not be construed to affect any discretion or power by any provision of this indenture given to the Trustee, to determine whether or not it shall take action in respect of any default, or any power or discretion of the Trustee to take action in respect of any default, without such notice or request from bondholders, or to affect any other decision or power given to the Trustee. The Trustee shall not be responsible for the recording of this indenture and shall not be required to file the same as a chattel mortgage.

Any action by the Trustee upon the request of any person who at the time is the owner of any such bond or bonds, shall be conclusive and binding upon all future owners of the same bond or bonds.

The Trustee shall incur no liability to anybody in acting upon any notice, request, consent, certificate, bond, document or paper believed by it to be genuine and to have been signed by the proper person. The Trustee may receive a certificate under the corporate seal of the Railway Company, signed by the Secretary or an Assistant Secretary of the Railway Company, as sufficient evidence of the passage of any resolution by the Board of Directors or the Executive Committee of the Railway Company.

The Trustee shall be reimbursed for, and be indemnified against, any liability or damages which may be sustained by it in the premises. The Trustee shall have, secured hereby

upon the property covered by this indenture, a lien prior to that of any bond issued under this indenture, for its compensation and expenses, and also for any liability or damage by it sustained in the premises.

The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or for the amount or the extent of the security afforded by the property covered hereby, or for the recitals herein or in said bonds contained, all such recitals being and to be taken as the statements of the Railway Company; nor shall it be accountable for the use of any bonds certified and delivered by the Trustee hereunder or for the application of the proceeds of such bonds.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Railway Company agrees to pay such compensation as well as all expenses necessarily incurred or disbursed by the Trustee hereunder. In case of non-payment of any such compensation or expenses, the amount unpaid shall be a lien upon the mortgaged premises prior to the lien of the bonds secured by this indenture.

SEC. 2. The Trustee, or any trustee or trustees hereafter appointed, may resign and may be discharged from the trusts created by this indenture by giving to the Railway Company and to the bondholders, notice by publication of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once on a day not less than thirty days nor more than sixty days prior to the date so specified, in a newspaper at that time published in New York, N. Y. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee or trustees hereunder may be removed at any time by an instrument in writing executed by the Railway

Company, or by an instrument in writing under the hands of the holders of a majority in amount of the bonds hereby secured and then outstanding.

SEC. 3. In case at any time the Trustee, or any successor trustee, shall resign or shall be removed or otherwise shall become capable of acting, a successor or successors may be appointed by the holders of a majority in amount of the bonds hereby secured then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys-in-fact duly authorized; *provided, nevertheless*, and it is hereby agreed and declared that, in case at any time there shall be a vacancy in the office of Trustee hereunder, the Railway Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized. Thereupon the Railway Company shall publish notice of such appointment once a week for four successive weeks in a newspaper published in New York, N. Y., but any new trustee so appointed by the Railway Company shall immediately and without further act be superseded by a trustee appointed in the manner above provided by the holders of a majority in amount of the bonds hereby secured, if such appointment by bondholders be made prior to the expiration of one year after such publication of notice. Every such trustee appointed in place of Bankers Trust Company, or its successor in the trust, shall always be a trust company in good standing, having a capital and surplus aggregating at least \$1,000,000, if there be such a trust company willing and able to accept the trust upon reasonable or customary terms.

Any such new trustee appointed hereunder shall execute, acknowledge and deliver to the Railway Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts duties and obligations of its predecessor

in the trust hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Railway Company or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so ceasing to act, and shall duly assign, transfer and deliver its interests in any stocks, bonds or other property and moneys subject to this indenture, to the successor trustee so appointed in its place; and, upon request of any such successor trustee, the Railway Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or other instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such estates, properties, rights, powers and duties.

SEC. 4. For the purposes of Section 2 and Section 3 of this Article, the fact of the holding of bonds by any bondholder, and the amount and issue numbers of such bonds and the date of his holding the same, may be evidenced either in the manner specified in Article Six of this indenture or, at the option of any bondholder, by affidavit of the bondholder in the case of coupon bonds transferable by delivery, and by a certificate of the bond registrar in the case of registered coupon bonds and registered bonds without coupons.

SEC. 5. If at any time or times, in order to conform to any law of any locality in which the Railway Company may hold property, the Railway Company shall so request, the Railway Company and the Trustee shall unite in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another trust company or one or more persons approved by the Trustee, to act either as co-trustee or as co-trustees, for any purpose of this indenture, of all or any of the property subject to this indenture jointly with the Trustee originally named herein or its successors, or to act as separate trustee or trustees of any of such property.

ARTICLE NINE.

SECTION 1. Until some default shall have been made in the due and punctual payment of the interest or of the principal of the bonds at any time outstanding and hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Railway Company, and, until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, or until the Railway Company voluntarily shall have surrendered possession to the Trustee as herein permitted, the Railway Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the property subject to this indenture (other than bonds, certificates, of stock, cash and other property, pledged or to be pledged hereunder with the Trustee) and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

SEC. 2. If, when the bonds hereby secured shall have become due and payable, the Railway Company shall well and truly pay, or cause to be paid, the whole amount of the principal and interest due upon all of the bonds and coupons hereby secured, then outstanding, or shall provide for the payment of such bonds and coupons by depositing with the Trustee hereunder the entire amount due thereon for principal and interest, and also shall pay, or cause to be paid, all other sums payable hereunder by the Railway Company, and shall well and truly keep and perform all the things herein required to be kept and performed by it according to the true intent and meaning of this indenture, then and thereupon all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Railway Company, and the estate, rights, title and interest of the Trustee shall thereupon cease, determine and become void; and the Trustee in such case, on demand of the Railway Company, and at its cost and expense, shall enter

satisfaction of this indenture upon the record; otherwise the same shall be, continue and remain in full force and virtue.

ARTICLE TEN.

SECTION 1. All the covenants, stipulations, promises and agreements in this indenture contained, by or in behalf of the Railway Company, shall bind its successors and assigns, whether so expressed or not.

SEC. 2. Nothing contained in this indenture or in any bond hereby secured, shall prevent any consolidation or merger of the Railway Company with any other corporation, or any conveyance and transfer (subject to the continuing lien of this indenture and to all the provisions thereof), of all the property subject to this indenture as an entirety to a railroad corporation at that time existing under and by virtue of the laws of any State or States, or of the United States, and empowered to acquire the same; *provided, however*, that such consolidation, merger or sale shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustee or of the bondholders hereunder, and that upon such consolidation, merger or sale the due and punctual payment of the principal and interest of all of the bonds hereby secured, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this indenture, shall be assumed by the corporation formed by such consolidation or merger, or purchasing as aforesaid.

SEC. 3. In case, pursuant to Section 2 of this Article, the Railway Company shall be consolidated or merged with any other corporation, or shall sell, convey and transfer (subject to this indenture), all the property covered by this indenture, as an entirety as aforesaid, the successor corporation formed by such consolidation, or into which the Railway Company shall have been merged, or which shall have purchased and received

a conveyance and transfer, as aforesaid—upon executing and causing to be recorded an instrument satisfactory to the Trustee, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of the bonds hereby secured, and the performance of all the covenants and conditions of this indenture—shall succeed to, and be substituted for, the Railway Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part; and such successor corporation thereupon may cause to be signed, and may issue, either in its own name or in the name of Florida East Coast Railway Company, any or all of such bonds which theretofore shall not have been signed by the Florida East Coast Railway Company and delivered to the Trustee; and, upon the order of said successor corporation, in lieu of the Railway Company, and subject to all the terms, conditions and restrictions herein prescribed, the Trustee shall certify and shall deliver any of such bonds which previously shall have been signed and delivered by the officers of the Railway Company to the Trustee for certification, and any of such bonds which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the bonds so issued shall, in all respects, have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as though all of said bonds had been issued at the date of the execution hereof.

SEC. 4. For every purpose of this indenture, including the execution, issue and use of any and all bonds hereby secured, the terms “ Railway Company ” and “ Florida East Coast Railway Company ” include and mean not only the party of the first part hereto, but also any such successor corporation formed by consolidation or otherwise under the laws of Florida or of any State or States or of the United States. Every such successor or purchasing corporation shall possess, and from time to time may exercise, each and every right and power hereunder

of the Florida East Coast Railway Company, in its name or otherwise.

SEC. 5. Any act or proceeding, by any provision of this indenture authorized or required to be done or performed by any board or officer of the Railway Company, shall and may be done and performed with like force and effect by the like board or officer of any railroad corporation that shall at the time be such lawful sole successor or purchaser of the Railway Company.

SEC. 6. Nevertheless, before the exercise of the powers conferred by this Article, the Railway Company, by instrument in writing executed by authority of two-thirds of its board of directors and delivered to the Trustee, may surrender any of the powers reserved to the Railway Company or to such successor corporation; and thereupon such power so surrendered shall terminate.

SEC. 7. The word Trustee means the Trustee for the time being, whether original or successor; the words Trustee, bond, bondholder, shall include the plural as well as the singular number, unless otherwise expressly indicated. The word coupons refers to the interest coupons attached to the coupon bonds issued hereunder. The word person, used with reference to a bondholder, shall include associations or corporations owning any of said bonds.

BANKERS TRUST COMPANY, Trustee, the party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth.

For the purpose of facilitating the record hereof, this indenture has been executed in nine counterparts, each of which shall be and shall be taken to be an original, and all collectively but one instrument.

In witness whereof, Florida East Coast Railway Company, the party hereto of the first part, has caused this indenture

to be signed and acknowledged or proved by its President or its Vice-President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and Bankers Trust Company, the party of the second part, has caused its corporate seal to be hereunto affixed and to be attested by its Assistant Secretary, and these presents to be signed and acknowledged or proved by its Vice-President, dated the day and year first above written.

FLORIDA EAST COAST RAILWAY COMPANY,
[L. s.] By J. R. PARROTT,
President.

Attest: J. C. SALTER,
Secretary.

BANKERS TRUST COMPANY.
[L. s.] By BENJ. STRONG, JR.,
Vice-President.

Attest: H. F. WILSON, JR.,
Asst. Secretary.

Signed, sealed and delivered }
in the presence of }

WM. H. BRUDER.

F. W. STEVENS.

As to Florida East Coast
Railway Company,

Signed, sealed and delivered }
in the presence of }

A. C. LIVINGSTON.

E. W. LYON.

As to Bankers Trust
Company.

State of New York }
 County of New York } ss.

BE IT REMEMBERED, that on this 19th day of June, 1909, before me a duly authorized and commissioned notary public of the State of New York, personally appeared Joseph R. Parrott, the President of the Florida East Coast Railway Company, the corporation named in and which executed the foregoing indenture, and Jasper C. Salter the Secretary of said Company, both to me personally known as the respective officers aforesaid and each being duly sworn deposes and says that he the said Joseph R. Parrott, resides in Jacksonville, State of Florida, and is the President of said corporation, and that he, the said Jasper C. Salter, resides in State of New York, and is the Secretary of said corporation, that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal and that it was affixed thereto by the order of the Board of Directors of said Company, and that they, the said Joseph R. Parrott and the said Jasper C. Salter, signed their names thereto by like order of said Board of Directors as such President and Secretary of said Company respectively.

And the said Joseph R. Parrott as such President and the said Jasper C. Salter as such Secretary, further acknowledged to me that they executed said instrument in the name of said Company and under its corporate or common seal for the uses and purposes therein expressed, and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 19th day of June, A.D., 1909.

[Seal]

WM. H. BRUDER,

Notary Public, New York County, State of New York.

My commission of office expires March 30, 1911.

State of New York }
 County of New York } ss.

BE IT REMEMBERED, that on this 23rd day of June, 1909, before me a duly authorized and commissioned notary public of the State of New York, personally appeared Benjamin Strong, Jr.,

Vice-President of Bankers Trust Company, the corporation named in and which executed the foregoing indenture, and Henry F. Wilson, Jr., Assistant-Secretary of said Company, both to me personally known as the respective officers aforesaid and each being duly sworn deposes and says that he, the said Benjamin Strong, Jr., resides in State of New Jersey, and is the Vice-President of said corporation, and that he, the said Henry F. Wilson, Jr., resides in State of New York, and is the Assistant Secretary of said corporation, that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal and that it was affixed thereto by the order of the Board of Directors of said Company, and that they, the said Benjamin Strong, Jr., and the said Henry F. Wilson, Jr., signed their names thereto by like order of said Board of Directors as such Vice-President and Assistant-Secretary of said Company respectively.

And the said Benjamin Strong, Jr., as such Vice-President and the said Henry F. Wilson, Jr., as such Assistant Secretary, further acknowledged to me that they executed said instrument in the name of said Company and under its corporate or common seal for the uses and purposes therein expressed and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 23rd day of June, A.D., 1909.

[SEAL]

THOMAS G. SIMPSON,
Notary Public, State of New York.
Notary Public, New York County.

My commission of office expires March 30, 1910.

State of Florida }
Putnam County } ss.

Filed for Record at 9:25 o'clock a.m. on the day of 5th of July A. D., 1909 and recorded on the 15th day of July A. D., 1909 in book of Mortgages No. "Z" Page 61 to 111.

[SEAL]

(Signed) HENRY HUTCHINSON,
Clerk Circuit Court.

By (Signed) J. C. WALIS,
D. C.

State of Florida }
County of Dade } ss.

This instrument was filed for record this 5th day of July at 3:40 P.M. 1909, and duly recorded in Book 17 of Mortgages on page 102.

[SEAL]

(Signed) Z. T. MERRITT,
Clerk Circuit Court.

By (Signed) T. H. GRAY,
Deputy Clerk.

Record verified.

4368

Filed in the office of the Clerk of the Circuit Court, St. Johns County, Florida, on the 5th day of July A. D., 1909, 9 A.M. and recorded in Mtg. Record P. at Page 142-188.

[SEAL]

(Signed) W. WALLACE SNOW,
Clerk Circuit Court.

Record verified.

State of Florida }
County of Monroe } ss.

Be it Remembered That on the 6th day of July A. D., 1909 the annexed instrument of writing was presented and filed for record with the Subscriber, Clerk of the Circuit Court, for said

county and the same being properly authenticated, I have duly recorded the same in book " L " of Mortgage & Leins on pages 12 to 61 Monroe County Records.

WITNESS my hand and the seal of the said court this the 6th day of July, 1909.

(Signed) E. W. RUSSELL,
Clerk.

By (Signed) D. Z. FILER,
D. C.

Record verified.

State of Florida }
County of Brevard } ss.

This instrument of writing was filed for record in the office of the Clerk of the Circuit Court on this 6th day of July, A. D., 1909, at 5:15 o'clock p.m. and the same has been duly recorded in Mortgage book " R " at page 132 et seq.

Witness my hand and the seal of the Circuit Court this 6th day of July A. D., 1909 at 5:15 o'clock p.m.

(Signed) A. A. STEWART,
Clerk Circuit Court.

By (Signed) O. A. STEWART,
Deputy Clerk.

Record verified.

State of Florida }
County of Volusia } ss.

Filed for record in the office of the Clerk of Circuit Court on the 6th day of July, A. D., 1909 and recorded in book 20 of Mtgs. page 522 etc. Record Verified at 10:10 A.M.

Witness my hand and seal of said Court this 6th day of July A. D., 1909.

SAML. D. JORDAN,
Clerk Circuit Court.

[SEAL]

State of Florida
County of St. Lucie } ss.

This instrument of writing was filed for record in the office of the Clerk of the Circuit Court on this 8th day of July, A.D., 1909 at 9 o'clock a.m. and the same has been duly recorded in Mortgage book 1 at page 658.

Witness my hand and the seal of the Circuit Court this 8th day of July A. D. 1909.

(Signed) G. E. FULTZ,
Clerk Circuit Court.

[SEAL]

Record verified.

21182

Filed and Recorded in the Public

Records of Duval Co., Fla.

This 10th day of July 1909, 11:15 A.M. In Mortgage Book No. 36 on page 150.

R. D. CASSIDEY,
Clerk.

[SEAL]

By E. R. HEDSTROM,
D. C.

Record verified.

State of Florida
County of Palm Beach } ss.

This instrument was filed for record this 12th day of July, 1909, at 9:15 A.M., and duly recorded on the 20th day of July, 1909, in Book 2 of Mtges on page 1.

(Signed) FRED. E. FENNO,
Clerk Circuit Court.

[SEAL]

By (Signed) WM. COFLIN,
Deputy Clerk.

Record verified.

